



**Official Report of the Proceedings
of the
BOARD OF EDUCATION
of the City of Chicago**

**Regular Meeting-Wednesday, October 27, 2010
10:30 A.M.
(125 South Clark Street)**

Published by the Authority of the Chicago Board of Education

**Mary B. Richardson-Lowry
President**

**Estela G. Beltran
Secretary**

ATTEST:


Secretary of the Board of Education
of the City of Chicago

President Richardson-Lowry took the Chair and the meeting being called to order there were then:

PRESENT: Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and
President Richardson-Lowry - 5

ABSENT: None

NOTE: Ms. Ward and Mr. Bobins not present when roll called.

ALSO PRESENT: Mr. Ron Huberman, Chief Executive Officer, and Mr. Patrick J. Rocks,
General Counsel.

Mr. Ron Huberman, Chief Executive Office, gave a presentation regarding the future of the
Whittier Field House.

At this time, the Members of the Board heard Public Participation.

Mr. Carrero presented the following Motion:

10-1027-MO1

MOTION TO CLOSE

MOTION ADOPTED that the Board hold a closed session to consider information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act; collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act; purchase of real property pursuant to Section 2(c)(5) of the Open Meetings Act, setting of a sale price or lease of real property pursuant to Section 2(c)(6) of the Open Meetings Act; and security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act, and pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act.

Dr. Butt seconded to adopt Motion 10-1027-MO1

The Secretary called the roll and the vote was as follows:

Yeas: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 7

Nays: None

President Richardson-Lowry thereupon declared Motion 10-1027-MO1 adopted.

**CLOSED SESSION
RECORD OF CLOSED SESSION**

The following is a record of the Board's Closed Session:

- (1) The Closed Meeting was held on October 27, 2010, beginning at 1:37 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6th Floor, and Chicago Illinois 60603.
- (2) **PRESENT:** Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 7
- (3) **ABSENT:** None
 - A. Other Reports
 - B. Warning Resolutions
 - C. Terminations
 - D. Personnel
 - E. Real Estate
 - F. Security

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 7

Members absent after Closed Session: None

10-1027-AR2

**AUTHORIZE RETENTION OF THE LAW FIRM
CHRISTENSEN EHRET LLP**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Retention of the law firm Christensen Ehret.

DESCRIPTION: The General Counsel has retained the law firm of Christensen Ehret. The firm provides legal services to the Board for subrogation for insurance benefits. Authorization for the firm's services is requested in the amount of \$80,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$80,000 to Law Department- Legal and Supportive Service - Professional Services:
Budget Classification Fiscal Year 2011..... 10210-115-54125-231101-000000

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-AR3

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
FRANCZEK RADELET P.C.**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Franczek Radelet P.C.

DESCRIPTION: The General Counsel has continued retention of the law firm Franczek Radelet P.C. The firm provides legal services to the Board for general litigation, labor negotiations, consultation and strategy developments. Additional authorization for the firm's services is requested in the amount of \$200,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$200,000.00 to Law Department- Legal and Supportive Service - Professional Services:
Budget Classification Fiscal Year 2011 10210-115-54125-231101-000000

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-AR4

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
SHEFSKY & FROELICH, LTD.**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continue retention of the law firm Shefsky & Froelich, Ltd.

DESCRIPTION: The General Counsel has continued retention of the law firm Shefsky & Froelich, Ltd. to represent the Board in the Corey H. matter. Additional authorization is requested in the amount of \$200,000 to compensate the firm for expenses related to the retention of experts and consultant services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$200,000.00 to Law Department- Legal and Supportive Service - Professional Services:
Budget Classification Fiscal Year 2011..... 10210-115-54125-231101-000000

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Richardson-Lowry thereupon declared Board Reports 10-1027-AR2 through 10-1027-AR4 accepted.

10-1027-AR5

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
ELIZABETH CASPER – CASE NO. 06 WC 35913**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Elizabeth Casper, Case No.06 WC 35913 and subject to the approval of the Illinois Commission, in the amount of **\$76,883.67**.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000 **\$76,883.67**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-AR6

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
EUNICE CHATMAN-REGIS – CASE NO. 07 WC 38010; 08 WC 47899**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Eunice Chatman-Regis, Case No 07 WC 38010 and 08 WC 47899 and subject to the approval of the Illinois Commission, in the amount of **\$92,338.45**.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000 **\$92,338.45**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-AR7

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
CHARNELL GASTON – CASE NO. 08 WC 55070**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Charnell Gaston, Case No.08 WC 55070 and subject to the approval of the Illinois Commission, in the amount of **\$75,000.00**.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000 \$75,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-AR8

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
ROBERT HAYNES – CASE NO. 09 WC 01302**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Robert Haynes, Case No.09 WC 01302 and subject to the approval of the Illinois Commission, in the amount of **\$60,203.81**.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000\$60,203.81

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-AR9

WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR SUSAN HOLTZCLAW – 06 WC 944

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Susan Holtzclaw, Case No. 06 WC 944 and subject to the approval of the Illinois Commission, in the amount of **\$300,000.00**.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000\$300,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-AR10

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
DILAILA RIVERA – CASE NO. 06 WC 716**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Dilaila Rivera, Case No.06 WC 716 and subject to the approval of the Illinois Commission, in the amount of \$105,000.00.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000\$105,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-AR11

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
LOUIS SMITH – CASE NO. 08 WC 7022**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Louis Smith, Case No.08 WC 7022 and subject to the approval of the Illinois Commission, in the amount of \$59,982.10.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000\$59,982 10

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-AR12

WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR NICHOLAS ZUMMO – 06 WC 15089

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Nicholas Zummo, Case No. 06 WC 15089 and subject to the approval of the Illinois Commission, in the amount of **\$362,253.00**.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000 **\$362,253.00**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-AR13

PERSONAL INJURY - AUTHORIZE PAYMENT OF SETTLEMENT FOR TINA M. EALEY, AS MOTHER OF TYJAH M. EALEY - CASE NO. 08 L 007800

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the personal injury suits of Tina M. Ealey, as mother of Tyjah M. Ealey vs. Chicago Board of Education, Case No. 08 L 007800 for **\$105,000.00**.

DESCRIPTION: The General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Litigated Tort Claims: Account #12470-115-54530-231122-000000 **\$105,000.00**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

The Secretary called the roll and the vote was as follows:

Yeas: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 7

Nays: None

President Richardson-Lowry thereupon declared Board Reports 10-1027-AR5 through 10-1027-AR13 adopted.

10-1027-AR14

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(MARK P. HOFFMAN)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective December 13, 2010

DESCRIPTION:

NAME:	FROM:	TO:
Mark P. Hoffman	New Employee	Functional Title: Professional III External Title: Assistant General Counsel Pay Band: 5 Department of Law Position No. 245062 Flat rate Annual Salary: \$53,000

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: The expenditure involved in this report is not in excess of the regular budget appropriation.

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY11 School budget.

10-1027-AR15

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(ESTHER C. YAHNIG)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective November 8, 2010

DESCRIPTION:

NAME:	FROM:	TO:
Esther C. Yahnig	New Employee	Functional Title: Professional III External Title: Assistant General Counsel Pay Band: 5 Department of Law Position No. 245038 Flat rate Annual Salary: \$53,000

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: The expenditure involved in this report is not in excess of the regular budget appropriation.

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY11 School budget.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1027-AR14 and 10-1027-AR15 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1027-AR14 and 10-1027-AR15 adopted.

10-1027-EX20

PRINCIPAL CONTRACT (D)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board renew the Uniform Appointed Principal's Performance Contract of the principal listed below selected by the Chief Executive Officer after receiving the recommendation of the advisory Local School Council of the Telpochcalli Elementary School pursuant to Section 5/34-2.4b of the Illinois School Code

DESCRIPTION: Employ the individual named below to the position of principal subject to Resolution #97-0226-RS10, and Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008.

The Illinois Administrators Academy has verified that the following principal has completed 20 hours of Professional Development. The term of the contract shall be as specified below.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Tamara Witzl	Contract Principal Telpochcalli	Contract Principal Telpochcalli Area 10 P.N. 111650 Commencing: August 17, 2010 Ending: August 16, 2014

LSC REVIEW: The appointed Local School Council has been advised of the Chief Executive Officer's selection of the named individual as contract principal of Telpochcalli Elementary School subject to Board approval.

AFFIRMATIVE ACTION STATUS: None

FINANCIAL: The salary of the named individual will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the 2010-2011 school budget.

President Richardson-Lowry indicated that if there were no objections, Board Report 10-1027-EX20 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Report 10-1027-EX20 adopted.

10-1027-EX21

**RESCIND WARNING RESOLUTION – DAN COYNE,
TENURED TEACHER, CITY WIDE**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Board of Education of the City of Chicago rescind a Warning Resolution previously issued to Dan Coyne, on May 26, 2010, Board Report No. 10-0526-EX37

DESCRIPTION:

A Warning Resolution was issued to Dan Coyne at the May 26, 2010 meeting of the Board of Education of the City of Chicago, Board Report No. 10-0526-EX37, informing him that he was in violation of the Board's Residency Policy. Subsequent to the issuance of the Warning Resolution, the Board's Office of Labor and Employee Relations received additional information that the Board has never sent Dan Coyne an appropriate notification letter that his social worker position was no longer classified as a "special needs" position exempt from the Board's Residency Policy. Accordingly, Dan Coyne had not been appropriately notified that he must become a resident of the City of Chicago within six (6) months from when his position was removed from the "special needs" exemption category. Accordingly, the Warning Resolution was sent prematurely to Dan Coyne without giving him an opportunity to become a resident of the City of Chicago in accordance with the Board's Residency Policy.

Based on the above, the Board of Education of the City of Chicago rescinds Warning Resolution Board Report No. 10-0526-EX37 issued to Dan Coyne at the May 26, 2010 meeting

LSC REVIEW: LSC review is not applicable to this report

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

10-1027-EX22

**RESCIND WARNING RESOLUTION – ALDO ERNESTO MAZZOTTI,
TENURED TEACHER, MARK TWAIN ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Board of Education of the City of Chicago rescind a Warning Resolution previously issued to Aldo Ernesto Mazzotti, on May 26, 2010, Board Report No. 10-0526-EX68

DESCRIPTION: A Warning Resolution was issued to Aldo Ernesto Mazzotti at the May 26, 2010 meeting of the Board of Education of the City of Chicago, Board Report No. 10-0526-EX68, informing him that he was in violation of the Board's Residency Policy. Subsequent to the issuance of the Warning Resolution, the Board's Office of Labor and Employee Relations received additional employment information that established that Aldo Ernesto Mazzotti has continuously worked for the Board from at least November 20, 1996, to the present. Accordingly, Aldo Ernesto Mazzotti is exempt from the Board's Residency Policy, and the Warning Resolution was sent in error.

Based on the above, the Board of Education of the City of Chicago rescinds Warning Resolution Board Report No. 10-0526-EX68 issued to Aldo Ernesto Mazzotti at the May 26, 2010 meeting.

LSC REVIEW: LSC review is not applicable to this report

**AFFIRMATIVE
ACTION REVIEW:** None

FINANCIAL: This action is of no cost to the Board

**PERSONNEL
IMPLICATIONS:** None.

10-1027-EX23

**RESCIND WARNING RESOLUTION – KATHLEEN O'DONNELL,
TENURED TEACHER, FARNSWORTH ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Board of Education of the City of Chicago rescind a Warning Resolution previously issued to Kathleen O'Donnell, on May 26, 2010, Board Report No. 10-0526-EX74.

DESCRIPTION: A Warning Resolution was issued to Kathleen O'Donnell at the May 26, 2010 meeting of the Board of Education of the City of Chicago, Board Report No. 10-0526-EX74, informing her that she was in violation of the Board's Residency Policy. Subsequent to the issuance of the Warning Resolution, the Board's Office of Labor and Employee Relations received additional employment information that established that Kathleen O'Donnell has continuously worked for the Board from at least November 20, 1996, to the present. Accordingly, Kathleen O'Donnell is exempt from the Board's Residency Policy, and the Warning Resolution was sent in error.

Based on the above, the Board of Education of the City of Chicago rescinds Warning Resolution Board Report No. 10-0526-EX74 issued to Kathleen O'Donnell at the May 26, 2010 meeting

LSC REVIEW: LSC review is not applicable to this report

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board

**PERSONNEL
IMPLICATIONS:** None.

10-1027-EX24

**RESCIND WARNING RESOLUTION – KRISTEN SUNBY,
TENURED TEACHER, CITY WIDE**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Board of Education of the City of Chicago rescind a Warning Resolution previously issued to Kristen Sunby, on May 26, 2010, Board Report No. 10-0526-EX90.

DESCRIPTION: A Warning Resolution was issued to Kristen Sunby at the May 26, 2010 meeting of the Board of Education of the City of Chicago, Board Report No. 10-0526-EX90, informing her that she was in violation of the Board's Residency Policy. Subsequent to the issuance of the Warning Resolution, it was learned that Kristen Sunby has resigned from the Board on January 28, 2010. Accordingly, the Warning Resolution issued to Kristen Sunby was sent in error.

Based on the above, the Board of Education of the City of Chicago rescinds Warning Resolution Board Report No. 10-0526-EX90 issued to Kristen Sunby at the May 26, 2010 meeting

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1027-EX21 through 10-1027-EX24 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1027-EX21 through 10-1027-EX24 adopted.

10-1027-EX25

**WARNING RESOLUTION - SIRIA BEHRENS
SCHOOL SOCIAL WORKER, ASSIGNED TO CITY-WIDE POSITION**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education adopt a Warning Resolution for Siria Behrens and that a copy of the Board Report and Warning Resolution be served upon Siria Behrens.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline Policy (Board Report No. 04-0728-PO1), a Warning Resolution be adopted and issued to school social worker, Siria Behrens, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Siria Behrens, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE ACTION REVIEW: None.

FINANCIAL: This action is of no cost to the Board

PERSONNEL IMPLICATIONS: None.

10-1027-EX26

**WARNING RESOLUTION – BRENDA CHANDLER
TEACHER, ASSIGNED TO PRESCOTT ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Brenda Chandler, and that a copy of the Board Report and Warning Resolution be served upon Brenda Chandler.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Brenda Chandler, teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Brenda Chandler, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE ACTION REVIEW: None

FINANCIAL: This action is of no cost to the Board.

PERSONNEL IMPLICATIONS: None.

10-1027-EX27

**WARNING RESOLUTION - DELORES DOWLING
TEACHER, ASSIGNED TO MARSHALL METROPOLITAN HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education adopt a *Warning Resolution for Delores Dowling* and that a copy of the Board Report and Warning Resolution be served upon Delores Dowling.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline Policy (Board Report No. 04-0728-PO1), a *Warning Resolution* be adopted and issued to *tenured teacher, Delores Dowling, to inform her that she has engaged in unsatisfactory conduct.*

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Delores Dowling, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

10-1027-EX28

**WARNING RESOLUTION - GLORIA HOLMES-RICE
TEACHER, ASSIGNED TO HINTON ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a *Warning Resolution for Gloria Holmes-Rice*, and that a copy of the Board Report and Warning Resolution be served upon Gloria Holmes-Rice.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a *Warning Resolution* shall be adopted and issued to Gloria Holmes-Rice, teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Gloria Holmes-Rice, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None

FINANCIAL: This action is of no cost to the Board

**PERSONNEL
IMPLICATIONS:** None.

10-1027-EX29

**WARNING RESOLUTION – SUNDARY KHEM
TEACHER, ASSIGNED TO TRUMBULL ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Sundary Khem, and that a copy of the Board Report and Warning Resolution be served upon Sundary Khem.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Sundary Khem, teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Sundary Khem, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

10-1027-EX30

**WARNING RESOLUTION – HARRY LEKKAS
TENURED TEACHER, TAYLOR ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Harry Lekkass and that a copy of this Board Report and Warning Resolution be served upon Harry Lekkass.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Harry Lekkass, Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Harry Lekkass pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE ACTION REVIEW: None.

FINANCIAL: This action is of no cost to the Board

PERSONNEL IMPLICATIONS: None.

10-1027-EX31

**WARNING RESOLUTION – KARINA PEDROZA
TENURED TEACHER, MONROE ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Karina Pedroza and that a copy of this Board Report and Warning Resolution be served upon Karina Pedroza.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Karina Pedroza, Teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Karina Pedroza pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE ACTION REVIEW: None.

FINANCIAL: This action is of no cost to the Board.

PERSONNEL IMPLICATIONS: None.

10-1027-EX32

**WARNING RESOLUTION – JACQUELINE PERRY
TENURED TEACHER, CHICAGO DISCOVERY ACADEMY**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Jacqueline Perry and that a copy of this Board Report and Warning Resolution be served upon Jacqueline Perry.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Jacqueline Perry, Tenured teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Jacqueline Perry pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board

**PERSONNEL
IMPLICATIONS:** None.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1027-EX25 through 10-1027-EX32 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1027-EX25 through 10-1027-EX32 adopted.

10-1027-RS6

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING THE DISMISSAL OF DINO AMENDOLA, TENURED TEACHER,
ASSIGNED TO MORGAN PARK HIGH SCHOOL**

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a hearing was conducted before an impartial hearing officer, Lisa Salkovitz Kohn, appointed by the Illinois State Board of Education; and

WHEREAS, after the conclusion of the dismissal hearing afforded Dino Amendola, the hearing officer made written findings of fact and conclusions of law, and recommended the dismissal of Dino Amendola; and

WHEREAS, the Board of Education of the City of Chicago has reviewed the post-hearing briefs and hearing transcript and exhibits ("record"), along with the findings of fact, conclusions of law, and recommendation of Hearing Officer Kohn regarding the dismissal charges preferred against Dino Amendola; and

WHEREAS, the parties were given an opportunity to submit exceptions and a memorandum of law in support of or in opposition to the Board's adoption of Hearing Officer Kohn's recommendation; and

WHEREAS, the Board of Education of the City of Chicago finds that the facts constitute cause and grounds for Dino Amendola's dismissal; and

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that Dino Amendola be dismissed;

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows:

Section 1: After considering (a) the hearing officer's findings of fact, conclusions of law, and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memorandum of law submitted by the parties, the Board of Education of the City of Chicago adopts the recommendation of the hearing officer.

Section 2: Dino Amendola is hereby dismissed from his employment with the Board of Education of the City of Chicago.

Section 3: This Resolution shall take full force and effect upon its adoption.

THEREFORE, this Resolution is hereby adopted/~~rejected~~ by the members of the Board of Education of the City of Chicago on October 27, 2010.

10-1027-RS7

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING THE DISMISSAL OF GLORIA GRAGNANI, TENURED TEACHER,
FORMERLY ASSIGNED TO CONLEY ELEMENTARY SCHOOL**

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a hearing was conducted before an impartial hearing officer, Ellen J. Alexander, appointed by the Illinois State Board of Education; and

WHEREAS, after the conclusion of the dismissal hearing afforded Gloria Gragnani, the hearing officer made written findings of fact and conclusions of law, and recommended that the Board either (1) reinstate Gloria Gragnani without back pay and give her an additional 90 school days of remediation, or (2) treat Gloria Gragnani as if she voluntarily retired as a satisfactory teacher, and

WHEREAS, the Board of Education of the City of Chicago has reviewed the post-hearing briefs and hearing transcript and exhibits ("record"), along with the findings of fact, conclusions of law, and recommendation of Hearing Officer Alexander regarding the dismissal charges preferred against Gloria Gragnani; and

WHEREAS, the parties were given an opportunity to submit exceptions and a memorandum of law in support of, or in opposition to, the Board's Adoption or Rejection of Hearing Officer Alexander's recommendation; and

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that the hearing officer's recommendation be rejected and that Gloria Gragnani be dismissed;

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows

Section 1: After considering (a) the hearing officer's findings of fact, conclusions of law, and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memorandum of law submitted by the parties, the Board of Education of the City of Chicago rejects the recommendation of the hearing officer as detailed in the Board's Opinion and Order adopted under separate cover

Section 2: Gloria Gragnani is hereby dismissed from employment with the Board of Education of the City of Chicago.

Section 3: This Resolution shall take full force and effect upon its adoption

THEREFORE, this Resolution is hereby adopted/~~rejected~~ by the members of the Board of Education of the City of Chicago on October 27, 2010, and in connection with an Opinion and Order that is adopted under separate cover.

10-1027-RS8

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION TO DISMISS EDUCATIONAL SUPPORT PERSONNEL

WHEREAS, on October 15, 2010 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel's pursuant to Board Policy 04-0728-PO1:

Name	School	Effective Date
Adrian Chavarria	Steinmetz High School	October 27, 2010
Glenn Davis	Carver Military Academy	October 27, 2010
Suoad Lussi	Sauganash School	October 27, 2010

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected educational support personnel's of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Policy 04-0728-PO1, the above-referenced educational support personnel's are dismissed from Board employment effective on the date set opposite their names.
2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named educational support personnel's.
3. The Chief Executive Officer or designee shall notify the above-named educational support personnel's of their dismissal.

10-1027-RS9

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION
TO DISMISS PROBATIONARY APPOINTED TEACHERS**

WHEREAS, on October 15, 2010, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84:

<u>Name</u>	<u>School</u>	<u>Effective Date</u>
Andy Krinis	Frederick A. Douglas Academy	October 27, 2010
Jean Lee	City Wide	October 27, 2010
Amanda Smith	Edward N. Hurley School	October 27, 2010
Karen Wiborg	Dr. Jorge Prieto Math & Science Academy	October 27, 2010

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected probationary appointed teachers of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84, the above-referenced probationary appointed teachers are dismissed from Board employment effective on the date set opposite their names
2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named probationary appointed teachers.
3. The Chief Executive Officer or designee shall notify the above-named probationary appointed teachers of their dismissal.

The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on October 15, 2010 the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. His recommendation included the names of the Teachers affected and the reasons. He also noted that the Teachers affected will be notified of their dismissal after adoption of this resolution.

10-1027-RS10

**RESOLUTION AUTHORIZING THE HONORABLE TERMINATION OF REGULARLY CERTIFIED AND
APPOINTED TEACHERS**

WHEREAS, the Chicago Board of Education ("Board") has the power under Sections 34-8.1, 34-16 and 34-84 of the Illinois School Code (105 ILCS 5/34-1, *et. seq.*) to lay off employees, and

WHEREAS, the Board has the power under Section 34-18(31) of the Illinois School Code to promulgate rules establishing procedures governing the layoff or reduction in force of employees; and

WHEREAS, the Board has the power under Section 34-19 of the Illinois School Code to delegate to the Chief Executive Officer ("CEO") the authorities granted to the Board provided that such delegation and appropriate oversight procedures are made pursuant to Board by-laws, rules, regulations, adopted pursuant to Section 34-19 of the Illinois School Code; and

WHEREAS, the Board, pursuant to the above articulated powers, promulgated its Policy Regarding Reassignment and Layoff of Regularly Appointed and Certified Teachers ("Reassignment Policy") on July 23, 1997 and amended from time to time thereafter, including in Board Report 07-1219-PO-1; and

WHEREAS, the Board has delegated its power to layoff tenured teachers in accordance with the Reassignment Policy to the CEO under Board Rules 2-27(c) and 4-6; and

WHEREAS, the Reassignment Policy provides that teachers honorably terminated under its provisions, who are rehired in a permanent teaching position within two school years after their honorable termination, shall have their tenure and prior seniority restored as of the date of rehire; and

WHEREAS, the employee(s) identified on Attachment A were removed from the attendance center to which they were assigned pursuant to Section 2 of the Reassignment Policy, and the Chief Executive Officer directed that each employee receive a notice of removal and each employee did receive said notice, and

WHEREAS, all of the identified employees failed to secure a permanent appointment within at least 10 school months after they received their notice of removal and the Chief Executive Officer directed that each of the identified employees receive at least 14 days' notice that they would be honorably terminated from service and each employee has received said notice.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION as follows:

That the employee(s) listed on Attachment A are honorably terminated from service effective on the date of honorable termination indicated on Attachment A, pursuant to the Board's Reassignment Policy.

That those employee(s) listed on Attachment A, who were tenured at the time of their honorable termination, shall have their tenure and full seniority restored without further formal Board action, if they are rehired by the Board to a permanent teaching position within two (2) years of the date of their honorable termination.

That this Resolution shall be effective upon adoption, and shall replace all prior resolutions or other Board actions that are in conflict herewith.

ATTACHMENT A

REASSIGNED TEACHERS SCHEDULED FOR HONORABLE TERMINATION

First Name	Last Name	Termination Date
Vanessa	Gardner	November 10, 2010
George	Gollias	November 10, 2010
Yahya	Karim	November 10, 2010

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1027-RS6 through 10-1027-RS10 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1027-RS6 through 10-1027-RS10 adopted.

10-1027-RS1

RESOLUTION

REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE DESIGN AND CONSTRUCTION OF ROSENBLUM PARK AT SOUTH SHORE HIGH SCHOOL

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"), and

WHEREAS, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property, and

WHEREAS, the estimated total cost of the project to be undertaken by the PBC is anticipated not-to-exceed \$6,216,225.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The PBC is hereby requested to complete the design and then to construct a new practice football/soccer field, baseball field, playground, tennis courts, basketball courts and to restore park land at Rosenblum Park near South Shore High School on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. This Project is not part of the Modern Schools Across Chicago Program. The Project will be funded with capital funds generated in Fiscal Year 2011 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. CPS' portion of cost for the Project to be undertaken by the PBC shall not exceed \$6,216,225. The Board, in accordance with the terms of the IGA, will transfer to the PBC the funds necessary to complete the Project identified above.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

10-1027-RS2

FINAL

**RESOLUTION AUTHORIZING THE CITY OF CHICAGO
TO OPEN AND TO DEDICATE THE ACCESS ROAD ADJACENT TO
IRENE HERNANDEZ MIDDLE SCHOOL AND
ERIC SOLORIO ACADEMY HIGH SCHOOL AS A PUBLIC ROAD**

WHEREAS, the Public Building Commission of Chicago ("PBC") constructed the new Irene Hernandez Middle School for the Chicago Board of Education at 3510 W. 55th Street, and

WHEREAS, the PBC constructed the new Eric Solorio High School located at 5400 South St. Louis Avenue on behalf of the Chicago Board of Education; and

WHEREAS, the PBC constructed an access road adjacent to Irene Hernandez Middle School and Eric Solorio High School ("Access Road") as shown on and legally described on Exhibit A attached hereto; and

WHEREAS, the Board of Education acquired the land on which the Access Road exists in the name of the City of Chicago, in Trust for Use of Schools; and

WHEREAS, the City requested the Board of Education to formally dedicate and open the Access Road as a public road; and

WHEREAS, the City of Chicago will become responsible for the maintenance and repair of the Access Road when it becomes a public road and right of way,

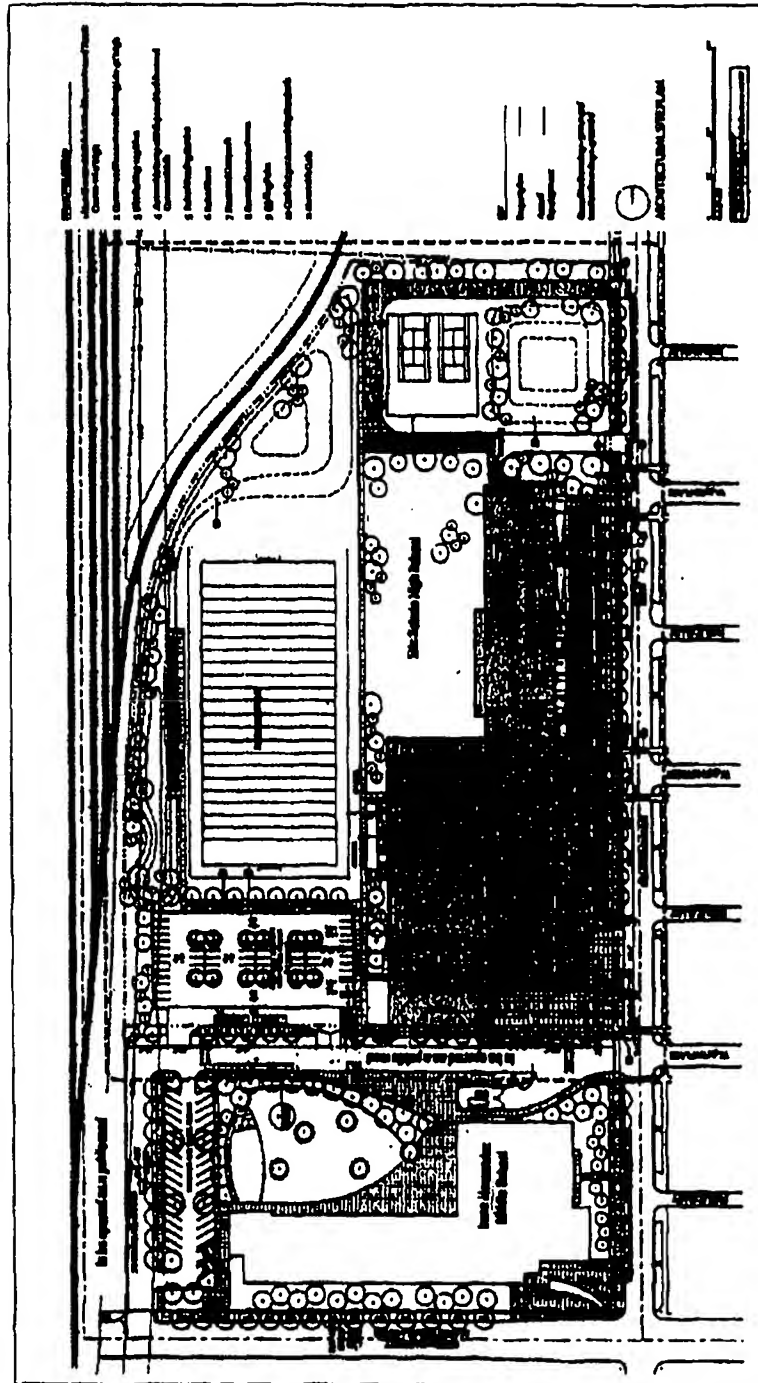
WHEREAS, the Board of Education has determined that dedicating and opening the Access Road as a public road is in the best interest of the Board of Education,

NOW, THEREFORE the Board of Education of the City of Chicago hereby:

(1.) Dedicates and authorizes the City of Chicago to open the Access Road shown on and legally described on Exhibit A, adjacent to Irene Hernandez Middle School and Eric Solorio High School, as a public road.

(2.) The President and Secretary of the Board are authorized to execute on behalf of the Board, the documentation required to open and dedicate the Access Road as a public road under the jurisdiction and control of the City of Chicago.

EXHIBIT A



Resolution Authorizing the City of Chicago to Open and to Dedicate the Access Road Adjacent to Irene Hernandez Middle School and Eric Solorio Academy High School as a Public Road

Exhibit A

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE WEST 10.04 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 55TH STREET AS DEDICATED AND THE EASTERLY RIGHT-OF-WAY LINE OF THE GRAND TRUNK WESTERN RAILROAD; THENCE NORTH 01 DEGREES 14 MINUTES 41 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 333.42 FEET; THENCE NORTH 88 DEGREES 49 MINUTES 41 SECONDS EAST, PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST 55TH STREET, A DISTANCE OF 585.55 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ST. LOUIS AVENUE; THENCE SOUTH 01 DEGREES 14 MINUTES 04 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 52.50 FEET; THENCE SOUTH 88 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 543.04 FEET; THENCE SOUTH 01 DEGREES 14 MINUTES 41 SECONDS EAST, A DISTANCE OF 280.92 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 55TH STREET; THENCE SOUTH 88 DEGREES 49 MINUTES 41 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 42.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.980 ACRES, ALL IN COOK COUNTY, ILLINOIS

PIN: 19-11-400-006

Mr. Bobins Abstained on Board Report 10-1027-RS2.

10-1027-RS3

**RESOLUTION RE: APPOINTMENTS TO AN APPOINTED LOCAL SCHOOL COUNCIL
TO FILL VACANCIES FOR THE TERM OF OFFICE ENDING JUNE 30, 2012**

WHEREAS, on January 24, 2007 the Board adopted a Policy on the Governance of Alternative and Small Schools, Board Report 07-0124-PO2 ("Governance Policy");

WHEREAS, the Governance Policy identifies requirements for the establishment of Appointed Local School Councils or Military Board of Governors for those Chicago Public Schools designated by the Board as either small or alternative schools;

WHEREAS, Appointed Local School Councils ("ALSCs") are established as a means to involve parents, community members and school staff in the activities of the school as specified in the Illinois School Code, 105 ILCS 5/34-2.4(b);

WHEREAS, Al Raby High School operates with an ALSC and the Al Raby ALSC has recommended candidates to fill currently existing vacancies on the ALSC in accordance with the Governance Policy;

WHEREAS, the Governance Policy authorizes the Chief Executive Officer to recommend to the Board the names of individuals to fill vacancies on ALSCs from among any of the recommended candidates or any other candidates identified by the Chief Executive Officer;

WHEREAS, in accordance with the Illinois School Code (105 ILCS 5/34-2.4b) and the Governance Policy, the names of the candidates named below have been forwarded to the Board for its consideration in the exercise of absolute discretion in making appointments to the Al Raby ALSC

NOW, THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The following individuals are hereby appointed to fill vacancies on the Al Raby Appointed Local School Council in the categories noted for the term of office ending June 30, 2012;
2. This Resolution is effectively immediately upon adoption.

**NAME OF APPOINTED
REPRESENTATIVE**

Sharliss McCollum
Martha Puckett-Slaughter
Mildred Wiley

SCHOOL

Al Raby H. S.
Al Raby H. S.
Al Raby H. S.

CATEGORY

Parent
Community
Advocate

10-1027-RS4

**RESOLUTION RE: APPOINTMENT OF STUDENT REPRESENTATIVE
TO A HIGH SCHOOL LOCAL SCHOOL COUNCIL
FOR THE TERM OF OFFICE ENDING JUNE 30, 2011**

WHEREAS, pursuant to the Illinois School Code, 105 ILCS 5/34-2.1, the Board of Education of the City of Chicago appoints student representatives to High School Local School Councils for one-year terms after considering the preferences of the schools' students as ascertained through non-binding advisory polls and exercises absolute discretion in the appointment process; and

WHEREAS, a non-binding advisory poll was conducted of the students of the school identified below during the 2009-2010 school year to ascertain the students' preferences regarding the appointment of a student representative to the school's local school council for the term of office beginning July 1, 2010 and ending June 30, 2011, and

WHEREAS, the results of the non-binding advisory poll have been forwarded to the Board for its consideration in the exercise of its absolute discretion in the appointment process

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO THAT:

1. The student named below is hereby appointed to serve as a student representative on the Local School Council of the school identified below.
2. This Resolution is effective immediately upon adoption.

Appointed Student Representative
Nora M. Banaszek

School
Payton College Prep H S.

10-1027-RS5

**RESOLUTION RE: APPOINTMENT OF TEACHER REPRESENTATIVES TO
LOCAL SCHOOL COUNCILS TO FILL TEACHER REPRESENTATIVE VACANCIES
FOR THE TERM OF OFFICE ENDING JUNE 30, 2012**

WHEREAS, the Illinois School Code, 105 ILCS 5/34-2.1(l), authorizes the Chicago Board of Education to appoint 2 teachers to each Local School Council after considering the preferences of the school's staff as ascertained through a non-binding advisory poll and to exercise absolute discretion in the appointment process; and

WHEREAS, non-binding advisory polls have been conducted at the schools identified below to ascertain the preferences of the schools' staffs regarding the appointment of teachers to fill teacher representative vacancies on the schools' local school councils; and

WHEREAS, in accordance with 105 ILCS 5/34-2.1(l), the results of the non-binding advisory polls have been forwarded to the Board for consideration in its exercise of absolute discretion in the appointment process;

NOW, THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The individuals identified below are hereby appointed to serve as teacher representatives on their schools' Local School Councils for the remainder of the term of office ending June 30, 2010.
2. The Resolution is effective immediately upon adoption.

APPOINTED TEACHER
Nancy Rodriguez
Donna Martin
Michelle Havelka
Jeresa Ross
Elizabeth Martinez
Maria Mercado
Jennifer D. Jones

TEACHER BEING REPLACED
Christine Castro
Tonya Caldwell
Brian Yracheta
Kyle VanEenenaam
Tolman Flannery
Sara Echevarria
Position Vacant

SCHOOL
Philo Carpenter Elementary
Marcus Garvey Elementary
Nathan Hale Elementary
Jensen Academy
Pilsen Academy
Clemente High School
Marshall Metro High School

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1027-RS1 through 10-1027-RS5 with the noted Abstention, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1027-RS1 through 10-1027-RS5 adopted.

10-1027-CO1

**COMMUNICATION RE: LOCATION OF
BOARD MEETING OF NOVEMBER 17, 2010**

**Mary B. Richardson-Lowry, President, and
Members of the Board of Education**

**Norman R. Bobins
Dr. Tariq H. Butt
Alberto A. Carrero, Jr.
Peggy A. Davis
Clare M. Muñana
Roxanne Ward**

This is to advise that the regular meeting of the Board of Education scheduled for Wednesday, November 17, 2010 will be held at:

The Central Administration Building
125 South Clark Street
Chicago, Illinois 60603
Board Chamber - 5th Floor

Registration for Public Participation will be held between the hours of 8 00 a.m. and 9 00 a.m. on the 1st Floor of the Clark Street Lobby. The Public Participation segment of the meeting will begin at approximately 10:30 a.m. and end at 12:30 p.m. and will be followed immediately by the Business portion of the meeting.

10-1027-EX1*

**TRANSFER OF FUNDS
Various Units and Objects**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

The various transfers of funds were requested by the Central Office Departments during the month of September. All transfers are budget neutral. A brief explanation of each transfer is provided below:

1. Transfer from Chicago High School For Agricultural Sciences to Citywide - Office of Mathematics

Rationale:	Reverse transfer #20110014287. Per Shunita Rice -Itg 93140.		
Transfer From:	Unit	Chicago High School For Agricultural Sciences	47091
	Fund	NCLB Title I Regular Fund	332
	Account	Services - Space Rental	57705
	Program	6-8 Mathematics Professional Development	221049
	Grant	Supplementary	430112
Transfer to:	Unit	Citywide - Office of Mathematics	13715
	Fund	NCLB Title I Regular Fund	332
	Account	Services - Space Rental	57705
	Program	6-8 Mathematics Professional Development	221049
	Grant	Supplementary	430112
Amount:	\$1,000.00		

2. Transfer from CW - Office of Extended Learning Opportunities to John Greenleaf Whittier School

Rationale:	CSI 1st semester allocations - Whittier - Transportation for field trips and to transport students to tournament games.		
Transfer From:	Unit	CW - Office of Extended Learning Opportunities	11390
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Services - Professional & Technical	54125
	Program	Other Gfp-Comm Svcs	390008
	Grant	21st Century Community Learning Centers2	442124
Transfer to:	Unit	John Greenleaf Whittier School	25861
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Pupil Transportation	54210
	Program	Other Gfp-Comm Svcs	390008
	Grant	21st Century Community Learning Centers2	442124
Amount:	\$1,000.00		

3. Transfer from Citywide Facility Opers & Maint to Eckersall Stadium

Rationale:	Supplies needed.		
Transfer From:	Unit	Citywide Facility Opers & Maint	11880
	Fund	Public Building Commission O & M	230
	Account	Commodities - Supplies	53405
	Program	Playgrounds And Stadia	320008
	Grant	Default Value	000000
Transfer to:	Unit	Eckersall Stadium	68010
	Fund	Public Building Commission O & M	230
	Account	Commodities - Supplies	53405
	Program	Playgrounds And Stadia	320008
	Grant	Default Value	000000
Amount:	\$1,000.00		

4. Transfer from Frederick A Douglass Academy High School to Department of College and Career Preparation - Citywid

Rationale:	To correct duplicated transfer of funds and return to OCCP - ITG 93713.		
Transfer From:	Unit	Frederick A Douglass Academy High School	41061
	Fund	Title I - School Improvement Carl Perkins	369
	Account	Commodities - Textbooks	53305
	Program	Architectural Drafting	144601
	Grant	Career & Technical Educ. Improvement Grant	322015
Transfer to:	Unit	Department of College and Career Preparation - Citywide	13727
	Fund	Title I - School Improvement Carl Perkins	369
	Account	Commodities - Textbooks	53305
	Program	Architectural Drafting	144601
	Grant	Career & Technical Educ. Improvement Grant	322015
Amount:	\$1,000.00		

5. Transfer from Roberto Clemente Community Academy High School to Department of College and Career Preparation

Rationale:	To correct duplicated transfer of funds and return to OCCP - ITG 93713		
Transfer From:	Unit	Roberto Clemente Community Academy High School	51091
	Fund	Title I - School Improvement Carl Perkins	369
	Account	Property - Equipment	55005
	Program	Architectural Drafting	144601
	Grant	Career & Technical Educ. Improvement Grant	322015
Transfer to:	Unit	Department of College and Career Preparation - Citywide	13727
	Fund	Title I - School Improvement Carl Perkins	369
	Account	Commodities - Textbooks	53305
	Program	Architectural Drafting	144601
	Grant	Career & Technical Educ. Improvement Grant	322015
Amount:	\$1,000.00		

1012. Transfer from Citywide Education General to Citywide - Language & Culture

Rationale:	Transfer funds to Citywide - Language & Culture for the Supplementary ARRA grant		
Transfer From:	Unit	Citywide Education General	12670
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Career Service Salaries - Regular	52100
	Program	Contingency For Project Expan	600002
	Grant	Nelb After School Program Arra	430104
Transfer to:	Unit	Citywide - Language & Culture	11540
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Services - Professional & Technical	54125
	Program	Bowl Project Initiatives	221059
	Grant	Supplementary Arra	430100
Amount:	\$411,500.00		

1013. Transfer from Office of Autonomy to Citywide Education General

Rationale: ITG 94933 - duplicate transfers funds being returned to contingency.

Transfer From:	Unit	Office of Autonomy	10440
	Fund	General Education Fund	115
	Account	Miscellaneous Charges	57940
	Program	School Improvement - School Based Programs - Pd	221067
	Grant	Default Value	000000

Transfer to:	Unit	Citywide Education General	12670
	Fund	General Education Fund	115
	Account	Miscellaneous Charges	57940
	Program	Recruitment And Staffing	264202
	Grant	Default Value	000000

Amount: \$600,000.00

1014. Transfer from Alternative Schools to Citywide Education General

Rationale: Adjusting SAFE allocation to ISBE awarded amount. Transferring excess funds back to contingency.

Transfer From:	Unit	Alternative Schools	05281
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Tuition	54305
	Program	Educ Improv Init 1996-99/Instr	119023
	Grant	Regional Safe Schools	369614

Transfer to:	Unit	Citywide Education General	12670
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Miscellaneous Charges	57940
	Program	Contingency For Project Expan	600002
	Grant	Contingency For Project Expan	410008

Amount: \$1,210,351.00

1015. Transfer from Citywide Grants Management and Administration to Office of Catholic Schools

Rationale: To transfer funds to private schools for pd purchase orders.

Transfer From:	Unit	Citywide Grants Management and Administration	12625
	Fund	Title II - Teacher Quality	353
	Account	Services - Professional & Technical	54125
	Program	Nclb - Nonpublic - Inst (Catholic)	228958
	Grant	Title Iia - Archdiocese Of Chgo. Suppl. Servc	494034

Transfer to:	Unit	Office of Catholic Schools	69510
	Fund	Title II - Teacher Quality	353
	Account	Services - Professional & Technical	54125
	Program	Nclb - Nonpublic - Inst (Catholic)	228958
	Grant	Title Iia - Archdiocese Of Chgo. Suppl. Servc	494034

Amount: \$1,519,084.00

***[Note: The complete document will be on File in the Office of the Board]**

10-1027-EX2

AMEND BOARD REPORT 08-1022-EX4
AMEND BOARD REPORT 07-0425-EX4
APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING AGREEMENT
WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
TO PROVIDE SCHOOL TURNAROUND SERVICES
AT JOHN HARVARD ELEMENTARY SCHOOL

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at John Harvard Elementary School ("Harvard") at a cost not to exceed \$375,160 per year. A School Management Consulting

Agreement is currently being negotiated. No payment shall be made to AUSL prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This October 2008 amendment is necessary to update language to the compensation section for AUSL. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report. Information pertinent to this agreement is stated below.

This October 2010 amended Board Report is necessary to transfer the oversight for the School Management Consulting Agreement with AUSL to the Office of Autonomous Management and Performance Schools. This amended Board Report is also necessary to authorize an amendment to the School Management Consulting Agreement to add federal contract provisions that must be adhered to by AUSL due to Title I ARRA funds being used to provide the compensation for FY11. A written amendment to the School Management Consulting Agreement is required. The authority granted herein shall automatically rescind in the event a written amendment to the School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report.

PROVIDER: Academy for Urban School Leadership, a non-profit corporation
3400 N. Austin Avenue
Chicago, IL 60634
Phone (773) 534-3885
Contact Person: Madeleine Maraldi and Dr. Donald Feinstein
Vendor Number: 39861

OVERSIGHT: Office of New Schools
125 S. Clark, 5th Floor
Chicago, IL 60603
Phone: (773) 553-1530
Contact Person: Josh Edelman, Executive Officer

Office of Autonomous Management and Performance Schools (AMPS)
125 S. Clark, 19th Floor
Phone: (773) 553-3620
Contact Person: Melissa Megliola-Zaikos, Chief Area Officer

PROPOSAL: In July 2006, AUSL responded to a request for proposals issued by the Office of New Schools for organizations interested in becoming pre-qualified to provide school turnaround services at reconstituted schools. AUSL's proposal was reviewed and evaluated by a CPS Comprehension Evaluation Team (CET) in August of 2006 and then again in October of 2006. In December 2006, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 06-1220-EX4.

PUBLIC HEARINGS: On March 28, 2007 the Chief Executive Officer proposed the reconstitution of Harvard. A public hearing on the proposed reconstitution of Harvard was held on April 11, 2007. A Public Hearing was held on April 18, 2007 regarding the selection of AUSL to provide school turnaround services at Harvard in the event the Board approves the school's reconstitution. The hearing was recorded. A summary report of the hearing is available for review. If reconstitution of Harvard is approved, the school name should then be referred to as the John Harvard Elementary School, School of Excellence.

TERM: The School Management Consulting Agreement shall commence July 1, 2007 and shall end June 30, 2012, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Harvard which shall include the following:

1. Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment.
2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers to serve at Harvard;
3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum;
4. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
5. Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
6. Assist the principal in providing parental involvement initiatives,
7. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
8. Provide a full-time professional field coach at Harvard who will provide ongoing school management consulting and professional development;
9. Provide enhanced fundraising opportunities to support the implementation of school initiatives, and
10. Conduct a 2 week summer retreat for Harvard employees.

DELIVERABLES: AUSL will provide quarterly reports to the Office of New Schools ~~AMPS~~ regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

OUTCOMES: AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Harvard. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the Agreement

COMPENSATION: AUSL shall be paid each year in two equal installments of \$187,580 with total compensation not to exceed \$375,160 per year. The amount listed reflects a total first year enrollment of 600 students and will be recalculated annually based on the total student enrollment. At AUSL's written request, CPS will be authorized to deduct a portion of AUSL's fee to fund school-based positions equal to the total position cost.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to AUSL, in the written School Management Consulting Agreement and amendment. Authorize the President and Secretary to execute the School Management Consulting Agreement and amendment.

FINANCIAL: ~~Charge to Office of New Schools: \$ 375,160 Fiscal Year: 2008~~
~~Budget Classification: 13615-115-54125-262211-000000~~
~~Source of Funds: General Education~~

Charge to AMPS: \$375,160.00 Fiscal Year 2011
Budget Classification: 10445-331-54105-241014-430118
Source of Funds: Title I ARRA

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY07 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current Fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-EX3

AMEND BOARD REPORT 08-1022-EX5
AMEND BOARD REPORT 07-0627-EX6 RESCIND BOARD REPORT 06-0322-EX6 AND
APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING AGREEMENT
WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP TO PROVIDE SCHOOL
TURNAROUND SERVICES AT WILLIAM T. SHERMAN ELEMENTARY
SCHOOL, SCHOOL OF EXCELLENCE

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at William T. Sherman Elementary School, School of Excellence ("Sherman") at a cost not to exceed \$254,074.00 per year. A School Management Consulting Agreement is currently being negotiated. No payment shall be made to AUSL prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This October 2008 amendment is necessary to update language to the compensation section for AUSL. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report. Information pertinent to this agreement is stated below.

This October 2010 amended Board Report is necessary to transfer the oversight for the School Management Consulting Agreement with AUSL to the Office of Autonomous Management and Performance Schools. This amended Board Report is also necessary to authorize an amendment to the School Management Consulting Agreement to add federal contract provisions that must be adhered to by AUSL due to Title I ARRA funds being used to provide the compensation for FY11. A written amendment to the School Management Consulting Agreement is required. The authority granted herein shall automatically rescind in the event a written amendment to the School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report.

PROVIDER: Academy for Urban School Leadership, a non-profit corporation
3400 N. Austin Avenue
Chicago, IL 60634
Phone (773) 534-3885
Contact Person: Madeleine Maraldi and Dr. Donald Feinstein
Vendor Number: 39861

OVERSIGHT: ~~Office of New Schools~~
~~125 S. Clark, 5th Floor~~
~~Chicago, IL 60603~~
~~Phone: (773) 553-1530~~
~~Contact Person: Jaime Guzman, Acting Executive Officer~~

Office of Autonomous Management and Performance Schools (AMPS)
125 S. Clark, 19th Floor
Phone: (773) 553-3620
Contact Person: Melissa Megliola-Zaikos, Chief Area Officer

PROPOSAL: On February 15, 2006, AUSL submitted a proposal to the Office of New Schools to provide school turnaround services at a reconstituted school. On February 22, 2006 the Board approved the reconstitution of Sherman in accordance with 105 ILCS 34-8.3(b)(4). AUSL's proposal was reviewed and evaluated by a CPS Comprehension Evaluation Team (CET) on February 27, 2006. The school is referred to as the William T. Sherman Elementary School, School of Excellence.

PUBLIC HEARINGS: A public hearing on the proposed reconstitution of Sherman was held on March 16, 2006. The hearing was recorded. A summary report of the hearing is available for review.

TERM: The School Management Consulting Agreement shall commence July 1, 2007 and shall end June 30, 2011, unless terminated earlier by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Sherman which shall include the following:

1. Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment.
2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers to serve at Sherman.
3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum.
4. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development.
5. Provide principal with assistance and support to implement various after-school and extracurricular activities for students.
6. Assist the principal in providing parental involvement initiatives.
7. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan.
8. Provide a full-time professional field coach at Sherman who will provide ongoing school management consulting and professional development.
9. Provide enhanced fundraising opportunities to support the implementation of school initiatives.

DELIVERABLES: AUSL will provide quarterly reports to ~~the Office of New Schools~~ AMPS regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

OUTCOMES: AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Sherman. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the Agreement.

COMPENSATION: AUSL shall be paid each year in two equal installments of \$127,037.00 with total compensation not to exceed \$254,074.00 per year. The amount listed reflects a total first year enrollment of 588 students and will be recalculated annually based on the total student enrollment. At AUSL's written request, CPS will be authorized to deduct a portion of AUSL's fee to fund school based positions equal to the total position cost.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to AUSL, in the written School Management Consulting Agreement and amendment. Authorize the President and Secretary to execute the School Management Consulting Agreement and amendment.

FINANCIAL: Charge to Office of New Schools: \$ 254,074.00 Fiscal Year: 2008
 Budget Classification: 13615-115-54125-251001-000000
 Source of Funds: General Education

Charge to AMPS: \$254,074.00 Fiscal Year 2011
 Budget Classification: 10445-331-54105-241014-430118
 Source of Funds: Title I ARRA

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY07 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current Fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-EX4

**AMEND BOARD REPORT 08-1022-EX8
 AMEND BOARD REPORT 08-0227-EX33
 RATIFY ENTERING INTO A SCHOOL MANAGEMENT CONSULTING
 AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
 TO PROVIDE SCHOOL TURNAROUND SERVICES
 AT JULIA WARD HOWE ELEMENTARY SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Ratify entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at Julia Ward Howe Elementary School ("Howe") at a cost not to exceed \$210,350.68 for the first year with supplemental annual compensation on a per-pupil basis of \$420 for the operation of Howe. A School Management Consulting Agreement is currently being negotiated. No payment shall be made to AUSL prior to the execution of the written School Management Consulting Agreement. The authority granted herein shall automatically rescind in the event a School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this matter is stated below

This amendment is necessary to modify the term of the School Management Consulting Agreement to begin February 1, 2008 to incorporate the incubation period which was from February 1, 2008 to June 30, 2008 in which AUSL provided professional development services at Howe. Payment for services shall be the balance remaining from \$300,000 less the funds expended by CPS related to the costs of the planning positions at Howe and teacher overtime pay for professional development training. This payment amount shall not exceed the sum of \$210,350.68. This amendment is also necessary to: (a) change the name of the Julia Ward Howe Elementary School and (b) clarify the compensation terms for AUSL for the term of the School Management Consulting Agreement. The authority granted herein shall automatically rescind in the event a School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report. Information pertinent to this matter is stated below.

This October 2010 amended Board Report is necessary to transfer the oversight for the School Management Consulting Agreement with AUSL to the Office of Autonomous Management and Performance Schools. This amended Board Report is also necessary to authorize an amendment to the School Management Consulting Agreement to add federal contract provisions that must be adhered to by AUSL due to Title I ARRA funds being used to provide the compensation for FY11. A written amendment to the School Management Consulting Agreement is required. The authority granted herein shall automatically rescind in the event a written amendment to the School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report.

PROVIDER: Academy for Urban School Leadership, a non-profit corporation
3400 N. Austin Avenue
Chicago, IL 60634
Phone (773) 534-3885
Contact Person: Madeleine Maraldi and Dr. Donald Feinstein
Vendor Number: 39861

OVERSIGHT: ~~Office of New Schools~~
~~125 S. Clark, 5th Floor~~
~~Chicago, IL 60603~~
~~Phone: (773) 553-1530~~
~~Contact Person: Josh Edelman Executive Officer~~

Office of Autonomous Management and Performance Schools (AMPS)
125 S. Clark, 19th Floor
Chicago, IL 60603
Phone: (773) 553-3620
Contact Person: Melissa Megiola-Zaikos, Chief Area Officer

PROPOSAL: In December 2006, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 06-1220-EX4. In December 2007, AUSL responded to a Supplemental Turnaround Process issued by the Office of New Schools for pre-approved operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2008 - 2009 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehension Evaluation Team (CET) in January of 2008.

PUBLIC HEARINGS: On January 23, 2008 the Chief Executive Officer proposed the reconstitution of Howe. A public hearing on the proposed reconstitution of Howe was held on February 7, 2008. A Public Hearing was held on February 13, 2008 regarding the selection of AUSL to provide school turnaround services at Howe in the event the Board approves the school's reconstitution. The hearing was recorded. A summary report of the hearing is available for review. The school will now be referred to as the Julia A. Howe Elementary School of Excellence.

TERM: The School Management Consulting Agreement shall commence February 1, 2008 and shall end June 30, 2013, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Howe which shall include the following:

1. Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;
2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Howe;
3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum;
4. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
5. Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
6. Assist the principal in providing parental involvement initiatives;
7. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
8. Provide a full-time professional field coach at Howe who will provide ongoing school management consulting and professional development;
9. Provide enhanced fundraising opportunities to support the implementation of school initiatives, and
10. Conduct a 2 week summer retreat for Howe employees.

DELIVERABLES: AUSL will provide quarterly reports to the ~~Office of New Schools~~ AMPS regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

OUTCOMES: AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Howe. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the Agreement.

COMPENSATION: AUSL shall be paid the balance remaining from \$300,000 less the funds expended by CPS related to the costs of the planning positions at Howe and teacher overtime pay for professional development training. The payment amount shall not exceed the sum of \$210,350.68. Payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$420 for the operation of Howe with two equal installments paid in September and January of each year based on student enrollment data.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to AUSL, in the written School Management Consulting Agreement and amendment. Authorize the President and Secretary to execute the School Management Consulting Agreement and amendment.

FINANCIAL: ~~Charge to Office of New Schools: \$210,350.68~~ ~~Fiscal Year: 2009~~
~~Budget Classification: 13615-115-54126-231126-000000~~
~~Source of Funds: General Education~~

Annual Compensation: Using current year financial data, the general fund cost of 470 students in 2008-09 (FY09) will be approximately \$197,400.00. The financial implications will be addressed during the development of the FY09 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY08 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

Charge to AMPS: \$236,040.00 Fiscal Year 2011
Budget Classification: 10445-331-54105-241014-430118
Source of Funds: Title I ARRA

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY08 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current Fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-EX5

AMEND BOARD REPORT 08-1022-EX9
AMEND BOARD REPORT 08-0227-EX34
RATIFY ENTERING INTO A SCHOOL MANAGEMENT CONSULTING
AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
TO PROVIDE SCHOOL TURNAROUND SERVICES
AT MORTON CAREER ACADEMY

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Ratify into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at Morton Career Academy ("Morton") at a cost not to exceed \$227,339.34 for the first year with supplemental annual compensation on a per-pupil basis of \$420 for Morton Academy. A School Management Consulting Agreement is currently being negotiated. No payment shall be made to AUSL prior to the execution of the written School Management Consulting Agreement. The authority granted herein shall automatically rescind in the event a School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this matter is stated below.

This amendment is necessary to modify the term of the School Management Consulting Agreement to begin February 1, 2008 to incorporate the incubation period which was from February 1, 2008 to June 30, 2008 in which AUSL provided professional development services at Morton. Payment for services shall be the balance remaining from \$300,000 less the funds expended by CPS related to the costs of the planning positions at Morton and teacher overtime pay for professional development training. This payment amount shall not exceed the sum of \$227,339.34. This amendment is also necessary to (a) change the name of the Morton Career Academy and (b) clarify the compensation terms for AUSL for the term of the School Management Consulting Agreement. The authority granted herein shall automatically rescind in the event a School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report. Information pertinent to this matter is stated below.

This October 2010 amended Board Report is necessary to transfer the oversight for the School Management Consulting Agreement with AUSL to the Office of Autonomous Management and Performance Schools. This amended Board Report is also necessary to authorize an amendment to the School Management Consulting Agreement to add federal contract provisions that must be adhered to by AUSL due to Title I ARRA funds being used to provide the compensation for FY11. A written amendment to the School Management Consulting Agreement is required. The authority granted herein shall automatically rescind in the event a written amendment to the School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report.

PROVIDER: Academy for Urban School Leadership, a non-profit corporation
3400 N. Austin Avenue
Chicago, IL 60634
Phone (773) 534-3885
Contact Person: Madeleine Maraldi and Dr. Donald Feinstein
Vendor Number: 39861

OVERSIGHT: ~~Office of New Schools~~
~~425 S. Clark, 5th Floor~~
~~Chicago, IL 60603~~
~~Phone: (773) 553-1530~~
~~Contact Person: Josh Edelman Executive Officer~~

Office of Autonomous Management and Performance Schools (AMPS)
125 S. Clark, 19th Floor
Phone: (773) 553-3620
Contact Person: Melissa Megliola-Zaikos, Chief Area Officer

PROPOSAL: In December 2006, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 06-1220-EX4. In December 2007, AUSL responded to a Supplemental Turnaround Process issued by the Office of New Schools for pre-approved operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2008 - 2009 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehension Evaluation Team (CET) in January of 2008.

PUBLIC HEARINGS: On January 23, 2008 the Chief Executive Officer proposed the reconstitution of Morton. A public hearing on the proposed reconstitution of Morton was held on February 8, 2008. A Public Hearing was held on February 13, 2008 regarding the selection of AUSL to provide school turnaround services at Morton in the event the Board approves the school's reconstitution. The hearing was recorded. A summary report of the hearing is available for review. The school shall now be referred to as the Morton School of Excellence.

TERM: The School Management Consulting Agreement shall commence February 1, 2008 and shall end June 30, 2013, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Morton which shall include the following:

1. Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;
2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Morton.
3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum;
4. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
5. Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
6. Assist the principal in providing parental involvement initiatives,
7. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
8. Provide a full-time professional field coach at Morton who will provide ongoing school management consulting and professional development;
9. Provide enhanced fundraising opportunities to support the implementation of school initiatives, and
10. Conduct a 2 week summer retreat for Morton employees

DELIVERABLES: AUSL will provide quarterly reports to the ~~Office of New Schools~~ AMPS regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

OUTCOMES: AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Morton. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the Agreement.

COMPENSATION: AUSL shall be paid the balance remaining from \$300,000 less the funds expended by CPS related to the costs of the planning positions at Morton and teacher overtime pay for professional development training. The payment amount shall not exceed the sum of \$227,339.34. Payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$420 for the operation of Morton with two equal installments paid in September and January of each year based on student enrollment data.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to AUSL, in the written School Management Consulting Agreement and amendment. Authorize the President and Secretary to execute the School Management Consulting Agreement and amendment.

FINANCIAL: ~~Charge to Office of New Schools: \$227,339.34 — Fiscal Year: 2009~~
~~Budget Classification: 13615-115-54125-231126-000000~~
~~Source of Funds: General Education~~

Annual Compensation: Using current year financial data, the general fund cost of 231 students in 2008-09 (FY09) will be approximately \$97,020.00. The financial implications will be addressed during the development of the FY09 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY08 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

Charge to AMPS: \$130,620.00 Fiscal Year 2011
Budget Classification: 10445-331-54105-241014-430118
Source of Funds: Title I ARRA

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY08 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current Fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-EX6

AMEND BOARD REPORT 08-1022-EX10

AMEND BOARD REPORT 08-0227-EX35

**RATIFY ENTERING INTO A SCHOOL MANAGEMENT CONSULTING
 AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
 TO PROVIDE SCHOOL TURNAROUND SERVICES AT ORR ACADEMY**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Ratify entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at Orr Academy ("Orr") at a cost not to exceed \$306,813.54 for the first year with supplemental annual compensation on a per-pupil basis of \$500 for the operation of Orr Academy. A School Management Consulting Agreement is currently being negotiated. No payment shall be made to AUSL prior to the execution of the written School Management Consulting Agreement. The authority granted herein shall automatically rescind in the event a School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this matter is stated below.

This amendment is necessary to modify the term of the School Management Consulting Agreement to begin February 1, 2008 to incorporate the incubation period which was from February 1, 2008 to June 30, 2008 in which AUSL provided professional development services at Orr. Payment for services shall be the balance remaining from \$520,000 less the funds expended by CPS related to the costs of the planning positions at Orr and teacher overtime pay for professional development training. This payment amount shall not exceed the sum of \$306,813.54. This amendment is also necessary to: (a) change the name of the Orr Academy and (b) clarify the compensation terms for AUSL for the term of the School Management Consulting Agreement. The authority granted herein shall automatically rescind in the event a School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report. Information pertinent to this matter is stated below.

This October 2010 amended Board Report is necessary to transfer the oversight for the School Management Consulting Agreement with AUSL to the Office of Autonomous Management and Performance Schools. This amended Board Report is also necessary to authorize an amendment to the School Management Consulting Agreement to add federal contract provisions that must be adhered to by AUSL due to Title I ARRA funds being used to provide the compensation for FY11. A written amendment to the School Management Consulting Agreement is required. The authority granted herein shall automatically rescind in the event a written amendment to the School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report.

PROVIDER: Academy for Urban School Leadership, a non-profit corporation
3400 N. Austin Avenue
Chicago, IL 60634
Phone (773) 534-3885
Contact Person: Madeleine Maraldi and Dr. Donald Feinstein
Vendor Number: 39861

OVERSIGHT: Office of New Schools
425 S. Clark, 6th Floor
Chicago, IL 60603
Phone: (773) 553-1530
Contact Person: Josh Edelman Executive Officer

Office of Autonomous Management and Performance Schools (AMPS)
125 S. Clark, 19th Floor
Phone: (773) 553-3620
Contact Person: Melissa Megliola-Zaikos, Chief Area Officer

PROPOSAL: In December 2006, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 06-1220-EX4. In December 2007, AUSL responded to a Supplemental Turnaround Process issued by the Office of New Schools for pre-approved operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2008 - 2009 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehension Evaluation Team (CET) in January of 2008.

PUBLIC HEARINGS: On January 23, 2008 the Chief Executive Officer proposed the closing of the Orr Campus. A public hearing on the proposed closing of the Orr Campus was held on February 7, 2008. A Public Hearing was held on February 13, 2008 regarding the selection of AUSL to provide school turnaround services at Orr in the event the Board approves the campus closing and the school re-opening. The hearing was recorded. A summary report of the hearing is available for review. If the Orr campus closing and school re-opening is approved, the school name should then be referred to as Orr Academy High School.

TERM: The School Management Consulting Agreement shall commence February 1, 2008 and shall end June 30, 2013, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Orr which shall include the following:

1. Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;
2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Orr;
3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum;
4. Introduce a unified curriculum including Pathways Programming which includes Liberal Arts, Technical and Career Arts courses within small learning communities.
5. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
6. Provide principal with assistance and support to implement various after-school and extracurricular activities for students;

7. Assist the principal in providing parental involvement initiatives.
8. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
9. Develop a new teacher training center at Orr with integrated professional development.
10. Provide a full-time professional field coach at Orr who will provide ongoing school management consulting and professional development;
11. Provide enhanced fundraising opportunities to support the implementation of school initiatives, and
12. Conduct a 2 week summer retreat for Orr employees.

DELIVERABLES: AUSL will provide quarterly reports to the ~~Office of New Schools~~ **AMPS** regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

OUTCOMES: AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Orr. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the Agreement.

COMPENSATION: AUSL shall be paid the balance remaining from \$520,000 less the funds expended by CPS related to the costs of the planning positions at Orr and teacher overtime pay for professional development training. The payment amount shall not exceed the sum of \$306,813.54. Payment shall be made based upon the submission and approval of detailed invoices and/or a budget

Annual compensation: AUSL shall be paid on a per-pupil basis of \$500 for the operation of Orr Academy with two equal installments paid in September and January of each year based on student enrollment data.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to AUSL, in the written School Management Consulting Agreement and amendment. Authorize the President and Secretary to execute the School Management Consulting Agreement and amendment.

FINANCIAL: ~~Charge to Office of New Schools: \$306,813.54 Fiscal Year: 2009~~
~~Budget Classification: 13615-115-54125-231126-000000~~
~~Source of Funds: General Education~~

Annual Compensation: Using current year financial data, the general fund cost of 1183 students in 2008-09 (FY09) will be approximately \$591,500.00. The financial implications will be addressed during the development of the FY09 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY08 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

Charge to AMPS: \$469,500.00 Fiscal Year 2011
Budget Classification: 10445-331-54105-241014-430118
Source of Funds: Title I ARRA

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY08 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current Fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-EX7

**AMEND BOARD REPORT 09-0226-EX12
APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING
AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
TO PROVIDE SCHOOL TURNAROUND SERVICES
AT MARY MCLEOD BETHUNE ELEMENTARY SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at Mary McLeod Bethune Elementary School ("Bethune") at a cost not to exceed \$300,000.00 for the first year with supplemental annual compensation on a per-pupil basis of \$420 for the operation of Mary McLeod Bethune Elementary School. A School Management Consulting Agreement is currently being negotiated. It is further recommended that the Board waive the requirement that no services shall commence and no payment shall be made prior to execution of the written agreement as required by Board Rule 2-5.1. It is recommended that the Board approve the commencement of services on March 1, 2009 and approve payments being made to AUSL prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This October 2010 amended Board Report is necessary to transfer the oversight for the School Management Consulting Agreement with AUSL to the Office of Autonomous Management and Performance Schools. This amended Board Report is also necessary to authorize an amendment to the School Management Consulting Agreement to add federal contract provisions that must be adhered to by AUSL due to Title I ARRA funds being used to provide the compensation for FY11. A written amendment to the School Management Consulting Agreement is required. The authority granted herein shall automatically rescind in the event a written amendment to the School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report.

PROVIDER:

Academy for Urban School Leadership, a non-profit corporation
3400 N. Austin Avenue
Chicago, IL 60634
Phone (773) 534-3885
Contact Person: Madeleine Maraldi and Dr. Donald Feinstein
Vendor Number: 39861

OVERSIGHT:

Office of New Schools
125 S. Clark, 5th Floor
Chicago, IL 60603
Phone: (773) 553-1530
Contact Person: Josh Edelman, Executive Officer

Office of Autonomous Management and Performance Schools (AMPS)
125 S. Clark, 19th Floor
Phone: (773) 553-3620
Contact Person: Melissa Megliola-Zaikos, Chief Area Officer

PROPOSAL: In June 2008, AUSL responded to a Turnaround RFP issued by the Office of New Schools for current turnaround operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2009-2010 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehensive Evaluation Team ("CET") in August of 2008. In October 2008, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 08-1022-EX14.

PUBLIC HEARINGS: On January 16, 2009, the Chief Executive Officer proposed the reconstitution of Bethune. A public hearing on the proposed reconstitution of Bethune was held on February 6, 2009. A public hearing was held on February 11, 2009 regarding the selection of AUSL to provide school turnaround services at Bethune in the event the Board approves the school's reconstitution. The February 6th hearing was recorded and summary reports for both hearings are available for review. If the reconstitution of Bethune is approved, the school shall then be referred to as the Mary McLeod Bethune Elementary School of Excellence.

TERM: The School Management Consulting Agreement shall commence March 1, 2009 and shall end June 30, 2014, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Bethune which shall include the following:

- 1 Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;

2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Bethune;
3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum;
4. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
5. Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
6. Assist the principal in providing parental involvement initiatives;
7. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
8. Provide a full-time professional field coach at Bethune who will provide ongoing school management consulting and professional development;
9. Provide enhanced fundraising opportunities to support the implementation of school initiatives, and
10. Conduct a 2 week summer retreat for Bethune employees during the first year of the agreement

DELIVERABLES: AUSL will provide quarterly reports to the ~~Office of New Schools~~ AMPS regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

OUTCOMES: AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Bethune. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the agreement.

COMPENSATION: AUSL shall be paid the balance remaining from \$300,000.00 less the funds expended by CPS related to the costs of the planning positions at Bethune and teacher overtime pay for professional development training. This one-time payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$420 for the operation of Bethune with two equal installments paid in September and January of each year based on student enrollment data.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written School Management Consulting Agreement and amendment. Authorize the President and Secretary to execute the School Management Consulting Agreement and amendment.

FINANCIAL: ~~Charge to Office of New Schools: \$300,000.00 — Fiscal Year 2010~~
~~Budget Classification: 13615-115-54125-221258-000000~~
~~Source of Funds: General Education~~

Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 300 students in 2009-10 (FY10) will be approximately \$126,000.00. The financial implications will be addressed during the development of the FY10 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

Charge to AMPS: \$147,840.00 Fiscal Year 2011
Budget Classification: 10445-331-54105-241014-430118
Source of Funds: Title I ARRA

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-EX8

**AMEND BOARD REPORT 09-0225-EX13
APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING
AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
TO PROVIDE SCHOOL TURNAROUND SERVICES
AT JOHN FOSTER DULLES ELEMENTARY SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at John Foster Dulles Elementary School ("Dulles") at a cost not to exceed \$300,000.00 for the first year with supplemental annual compensation on a per-pupil basis of \$420 for the operation of John Foster Dulles Elementary School. A School Management Consulting Agreement is currently being negotiated. It is further recommended that the Board waive the requirement that no services shall commence and no payment shall be made prior to the execution of the written agreement as required by Board Rule 2-5.1. It is recommended that the Board approve the commencement of services on March 1, 2009 and approve payments being made to AUSL prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This October 2010 amended Board Report is necessary to transfer the oversight for the School Management Consulting Agreement with AUSL to the Office of Autonomous Management and Performance Schools. This amended Board Report is also necessary to authorize an amendment to the School Management Consulting Agreement to add federal contract provisions that must be adhered to by AUSL due to Title I ARRA funds being used to provide the compensation for FY11. A written amendment to the School Management Consulting Agreement is required. The authority granted herein shall automatically rescind in the event a written amendment to the School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report.

PROVIDER:

Academy for Urban School Leadership, a non-profit corporation
3400 N. Austin Avenue
Chicago, IL 60634
Phone (773) 534-3885
Contact Person: Madeleine Maraldi and Dr. Donald Feinstein
Vendor Number: 39861

OVERSIGHT:

Office of New Schools
125 S. Clark, 6th Floor
Chicago, IL 60603
Phone: (773) 663-1630
Contact Person: Josh Edelman, Executive Officer

Office of Autonomous Management and Performance Schools (AMPS)
125 S. Clark, 19th Floor
Phone: (773) 553-3620
Contact Person: Melissa Megliola-Zaikos, Chief Area Officer

PROPOSAL: In June 2008, AUSL responded to a Turnaround RFP issued by the Office of New Schools for current turnaround operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2009 - 2010 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehensive Evaluation Team ("CET") in August of 2008. In October 2008, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 08-1022-EX14.

PUBLIC HEARINGS: On January 16, 2009, the Chief Executive Officer proposed the reconstitution of Dulles. A public hearing on the proposed reconstitution of Dulles was held on February 5, 2009. A public hearing was held on February 11, 2009 regarding the selection of AUSL to provide school turnaround services at Dulles in the event the Board approves the school's reconstitution. The February 5th hearing was recorded and summary reports for both hearings are available for review. If the reconstitution of Dulles is approved, the school shall then be referred to as the John Foster Dulles Elementary School of Excellence.

TERM: The School Management Consulting Agreement shall commence March 1, 2009 and shall end June 30, 2014, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Dulles which shall include the following:

1. Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;
2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Dulles;

3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum;
4. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
5. Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
6. Assist the principal in providing parental involvement initiatives.
7. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
8. Provide a full-time professional field coach at Dulles who will provide ongoing school management consulting and professional development;
9. Provide enhanced fundraising opportunities to support the implementation of school initiatives, and
10. Conduct a 2 week summer retreat for Dulles employees during the first year of the agreement

DELIVERABLES: AUSL will provide quarterly reports to the ~~Office of New Schools~~ AMPS regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services

OUTCOMES: AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Dulles. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the agreement.

COMPENSATION: AUSL shall be paid the balance remaining from \$300,000.00 less the funds expended by CPS related to the costs of the planning positions at Dulles and teacher overtime pay for professional development training. This one-time payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$420 for the operation of Dulles with two equal installments paid in September and January of each year based on student enrollment data

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written School Management Consulting Agreement and amendment. Authorize the President and Secretary to execute the School Management Consulting Agreement and amendment.

FINANCIAL: ~~Charge to Office of New Schools: \$300,000.00 — Fiscal Year: 2010~~
~~Budget Classification: 13615-115-54126-221258-000000~~
~~Source of Funds: General Education~~

Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 353 students in 2009-10 (FY10) will be approximately \$148,260.00. The financial implications will be addressed during the development of the FY10 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

Charge to AMPS: \$202,440.00 Fiscal Year 2011
Budget Classification: 10445-331-54105-241014-430118
Source of Funds: Title I ARRA

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-EX9

AMEND BOARD REPORT 09-0225-EX15
APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING
AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
TO PROVIDE SCHOOL TURNAROUND SERVICES
AT JAMES WELDON JOHNSON ELEMENTARY SCHOOL

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at James Weldon Johnson Elementary School ("Johnson") at a cost not to exceed \$300,000.00 for the first year with supplemental annual compensation on a per-pupil basis of \$420 for the operation of James Weldon Johnson Elementary School. A School Management Consulting Agreement is currently being negotiated. It is further recommended that the Board waive the requirement that no services shall commence and no payment shall be made prior to execution of the written agreement as required by Board Rule 2-5.1. It is recommended that the Board approve the commencement of services on March 1, 2009 and approve payments being made to AUSL prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below

This October 2010 amended Board Report is necessary to transfer the oversight for the School Management Consulting Agreement with AUSL to the Office of Autonomous Management and Performance Schools. This amended Board Report is also necessary to authorize an amendment to the School Management Consulting Agreement to add federal contract provisions that must be adhered to by AUSL due to Title I ARRA funds being used to provide the compensation for FY11. A written amendment to the School Management Consulting Agreement is required. The authority granted herein shall automatically rescind in the event a written amendment to the School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report.

PROVIDER: Academy for Urban School Leadership, a non-profit corporation
 3400 N. Austin Avenue
 Chicago, IL 60634
 Phone (773) 534-3885
 Contact Person: Madeleine Maraldi and Dr. Donald Feinstein
 Vendor Number: 39861

OVERSIGHT: Office of New Schools
 125 S. Clark, 5th Floor
 Chicago, IL 60603
 Phone: (773) 553-1530
 Contact Person: Josh Edelman, Executive Officer

Office of Autonomous Management and Performance Schools (AMPS)
 125 S. Clark, 19th Floor
 Phone: (773) 553-3620
 Contact Person: Melissa Megliola-Zaikos, Chief Area Officer

PROPOSAL: In June 2008, AUSL responded to a Turnaround RFP issued by the Office of New Schools for current turnaround operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2009-2010 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehensive Evaluation Team ("CET") in August of 2008. In October 2008, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 08-1022-EX14.

PUBLIC HEARINGS: On January 16, 2009, the Chief Executive Officer proposed the reconstitution of Johnson. A public hearing on the proposed reconstitution of Johnson was held on February 6, 2009. A public hearing was held on February 11, 2009 regarding the selection of AUSL to provide school turnaround services at Johnson in the event the Board approves the school's reconstitution. The February 6th hearing was recorded and summary reports for both hearings are available for review. If the reconstitution of Johnson is approved, the school shall then be referred to as the James Weldon Johnson Elementary School of Excellence.

TERM: The School Management Consulting Agreement shall commence March 1, 2009 and shall end June 30, 2014, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Johnson which shall include the following:

1. Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;
2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Johnson;
3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum;

4. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
5. Provide principal with assistance and support to implement various after-school and extracurricular activities for students.
6. Assist the principal in providing parental involvement initiatives.
7. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
8. Provide a full-time professional field coach at Johnson who will provide ongoing school management consulting and professional development.
9. Provide enhanced fundraising opportunities to support the implementation of school initiatives, and
10. Conduct a 2 week summer retreat for Johnson employees during the first year of the agreement

DELIVERABLES: AUSL will provide quarterly reports to the ~~Office of New Schools~~ AMPS regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services

OUTCOMES: AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Johnson. AUSL will be evaluated annually based on the specific outcomes school progress goals and benchmarks identified in the agreement

COMPENSATION: AUSL shall be paid the balance remaining from \$300,000.00 less the funds expended by CPS related to the costs of the planning positions at Johnson and teacher overtime pay for professional development training. This one-time payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$420 for the operation of Johnson with two equal installments paid in September and January of each year based on student enrollment data

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written School Management Consulting Agreement and amendment. Authorize the President and Secretary to execute the School Management Consulting Agreement and amendment

FINANCIAL: ~~Charge to Office of New Schools: \$300,000.00~~ ~~Fiscal Year: 2010~~
~~Budget Classification: 13645-115-54125-221258-000000~~
~~Source of Funds: General Education~~

Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 178 students in 2009-10 (FY10) will be approximately \$74,760.00. The financial implications will be addressed during the development of the FY10 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets

Charge to AMPS: \$141,960.00 Fiscal Year 2011
Budget Classification: 10445-331-54105-241014-430118
Source of Funds: Title I ARRA

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-EX10

AMEND BOARD REPORT 10-0324-EX4
APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING
AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
TO PROVIDE SCHOOL TURNAROUND SERVICES
AT MYRA BRADWELL COMMUNICATIONS ARTS & SCIENCES ELEMENTARY SCHOOL

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at Myra Bradwell Communications Arts & Sciences Elementary School ("Bradwell") at a cost not to exceed ~~\$300,000.00~~ \$102,464.76 for the first year with supplemental annual compensation on a per-pupil basis of \$420 for the operation of Myra Bradwell Communications Arts & Sciences Elementary School. A School Management Consulting Agreement is currently being negotiated. No services shall be provided by and no payment shall be made to AUSL prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below

This October 2010 amended Board Report is necessary to transfer the oversight for the School Management Consulting Agreement with AUSL to the Office of Autonomous Management and Performance Schools. This amended Board Report is also necessary to decrease the one-time payment for services to AUSL which shall be the balance remaining from \$300,000.00 less the funds expended by CPS related to the costs of the planning positions at Bradwell and teacher overtime pay for professional development training. This payment amount shall not exceed the sum of \$102,464.76. The authority granted herein shall automatically rescind in the event a written School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report.

PROVIDER: Academy for Urban School Leadership, a non-profit corporation
 3400 N. Austin Avenue
 Chicago, IL 60634
 Phone (773) 534-3885
 Contact Person: Madeleine Maraldi and Dr. Donald Feinstein
 Vendor Number: 39861

OVERSIGHT: ~~Office of New Schools~~
~~125 S. Clark, 5th Floor~~
~~Chicago, IL 60603~~
~~Phone: (773) 553-1530~~
~~Contact Person: Jaime Guzman, Interim Executive Officer~~

Office of Autonomous Management and Performance Schools (AMPS)
125 S. Clark, 19th Floor
Phone: (773) 553-3620
Contact Person: Melissa Megliola-Zaikos, Chief Area Officer

PROPOSAL: On July 15, 2009, AUSL responded to a Turnaround RFP issued by the Office of New Schools for current turnaround operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2010 - 2011 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehensive Evaluation Team ("CET") in August of 2009. In October 2009, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 09-1028-EX3.

PUBLIC HEARINGS: On January 27, 2010, the Chief Executive Officer proposed the reconstitution of Bradwell. A public hearing on the proposed reconstitution of Bradwell was held on February 10, 2010. The Board approved the reconstitution of Bradwell on February 24, 2010. A public hearing was held on March 15, 2010 regarding the selection of AUSL to provide school turnaround services at Bradwell. The hearing was recorded and a summary report is available for review. The school shall then be referred to as the Myra Bradwell Communications Arts & Sciences Elementary School of Excellence.

TERM: The School Management Consulting Agreement shall commence April 1, 2010 and shall end June 30, 2015, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Bradwell which shall include the following:

1. Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;
2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Bradwell;

3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum;
4. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
5. Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
6. Assist the principal in providing parental involvement initiatives;
7. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
8. Provide a full-time professional field coach at Bradwell who will provide ongoing school management consulting and professional development;
9. Provide enhanced fundraising opportunities to support the implementation of school initiatives, and
10. Conduct a 2 week summer retreat for Bradwell employees during the first year of the agreement.

DELIVERABLES: AUSL will provide quarterly reports to the ~~Office of New Schools~~ AMPS regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

OUTCOMES: AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Bradwell. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the agreement.

COMPENSATION: AUSL shall be paid the balance remaining from \$300,000.00 less the funds expended by CPS related to the costs of the planning positions at Bradwell and teacher overtime pay for professional development training. The payment amount shall not exceed the sum of \$102,464.76. This one-time payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$420 for the operation of Bradwell with two equal installments paid in September and January of each year based on student enrollment data

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written School Management Consulting Agreement and amendment. Authorize the President and Secretary to execute the School Management Consulting Agreement and amendment

FINANCIAL: ~~Charge to Office of New Schools: \$300,000.00 Fiscal Year 2011~~
~~Budget Classification: 13615-331-54105-XXXXXX-430118~~
~~Source of Funds: ARRA Title I Grant~~

Charge to AMPS: \$102,464.76 Fiscal Year 2011
Budget Classification: 10445-115-54125-221258-008288
Source of Funds: General Education Funds
Charge to AMPS: \$291,480.00 Fiscal Year 2011
Budget Classification: 10445-331-54105-241014-430118
Source of Funds: Title I ARRA

~~Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 536 students in 2010-11 (FY11) will be approximately \$225,120.00. The financial implications will be addressed during the development of the FY11 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY1140 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.~~

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

10-1027-EX11

**AMEND BOARD REPORT 10-0324-EX5
APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING
AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
TO PROVIDE SCHOOL TURNAROUND SERVICES
AT GEORGE W. CURTIS ELEMENTARY SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at George W. Curtis Elementary School ("Curtis") at a cost not to exceed ~~\$300,000.00~~ \$120,205.42 for the first year with supplemental ~~annual~~ compensation on a per-pupil basis of \$420 for the operation of George W. Curtis Elementary School. A School Management Consulting Agreement is currently being negotiated. No services shall be provided by and no payment shall be made to AUSL prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This October 2010 amended Board Report is necessary to transfer the oversight for the School Management Consulting Agreement with AUSL to the Office of Autonomous Management and Performance Schools. This amended Board Report is also necessary to decrease the one-time payment for services to AUSL which shall be the balance remaining from \$300,000.00 less the funds expended by CPS related to the costs of the planning positions at Curtis and teacher overtime pay for professional development training. This payment amount shall not exceed the sum of \$120,205.42. The authority granted herein shall automatically rescind in the event a written School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report.

PROVIDER:

Academy for Urban School Leadership, a non-profit corporation
3400 N. Austin Avenue
Chicago, IL 60634
Phone (773) 534-3885
Contact Person: Madeleine Maraldi and Dr. Donald Feinstein
Vendor Number: 39861

OVERSIGHT:

~~Office of New Schools
125 S. Clark, 5th Floor
Chicago, IL 60603
Phone: (773) 553-1530
Contact Person: Jaime Guzman, Interim Executive Officer~~

Office of Autonomous Management and Performance Schools (AMPS)
125 S. Clark, 19th Floor
Phone: (773) 553-3620
Contact Person: Melissa Megliola-Zaikos, Chief Area Officer

PROPOSAL: On July 15, 2009, AUSL responded to a Turnaround RFP issued by the Office of New Schools for current turnaround operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2010 - 2011 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehensive Evaluation Team ("CET") in August of 2009. In October 2009, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 09-1028-EX3.

PUBLIC HEARINGS: On January 27, 2010, the Chief Executive Officer proposed the closure of Curtis. A public hearing on the proposed closure of Curtis was held on January 30, 2010. The Chief Executive Officer proposed the reconstitution of Curtis on February 18, 2010. The Board approved the reconstitution of Curtis on February 24, 2010. A public hearing was held on March 15, 2010 regarding the selection of AUSL to provide school turnaround services at Curtis. The hearing was recorded and summary a report is available for review. The school shall be referred to as the George W. Curtis Elementary School of Excellence.

TERM: The School Management Consulting Agreement shall commence April 1, 2010 and shall end June 30, 2015, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Curtis which shall include the following:

1. Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;
2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Curtis;
3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum;
4. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;

5. Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
6. Assist the principal in providing parental involvement initiatives;
7. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
8. Provide a full-time professional field coach at Curtis who will provide ongoing school management consulting and professional development;
9. Provide enhanced fundraising opportunities to support the implementation of school initiatives, and
10. Conduct a 2 week summer retreat for Curtis employees during the first year of the agreement

DELIVERABLES: AUSL will provide quarterly reports to the ~~Office of New Schools~~ **AMPS** regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

OUTCOMES: AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Curtis. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the agreement.

COMPENSATION: AUSL shall be paid the balance remaining from \$300,000.00 less the funds expended by CPS related to the costs of the planning positions at Curtis and teacher overtime pay for professional development training. The payment amount shall not exceed the sum of \$120,205.42. This one-time payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$420 for the operation of Curtis with two equal installments paid in September and January of each year based on student enrollment data

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written School Management Consulting Agreement and amendment. Authorize the President and Secretary to execute the School Management Consulting Agreement and amendment

FINANCIAL: ~~Charge to Office of New Schools: \$300,000.00 Fiscal Year: 2011~~
~~Budget Classification: 13615-331-54105-XXXXXX-430118~~
~~Source of Funds: ARRA Title I Grant~~

Charge to AMPS: \$120,205.42 Fiscal Year 2011
Budget Classification: 10445-115-54125-221258-008288
Source of Funds: General Education Funds

Charge to AMPS: \$189,840.00 Fiscal Year 2011
Budget Classification: 10445-331-54105-241014-430118
Source of Funds: Title I ARRA

~~Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 472 students in 2010-11 (FY11) will be approximately \$108,240.00. The financial implications will be addressed during the development of the FY11 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY1140 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.~~

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-EX12

**AMEND BOARD REPORT 10-0324-EX6
APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING
AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
TO PROVIDE SCHOOL TURNAROUND SERVICES
AT CHARLES S. DENEEN ELEMENTARY SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at Charles S. Deneen Elementary School ("Deneen") at a cost not to exceed ~~\$300,000.00~~ \$126,538.02 for the first year with supplemental ~~annual~~ compensation on a per-pupil basis of \$420 for the operation of Charles S. Deneen Elementary School. A School Management Consulting Agreement is currently being negotiated. No services shall be provided by and no payment shall be made to AUSL prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This October 2010 amended Board Report is necessary to transfer the oversight for the School Management Consulting Agreement with AUSL to the Office of Autonomous Management and Performance Schools. This amended Board Report is also necessary to decrease the one-time payment for services to AUSL which shall be the balance remaining from \$300,000.00 less the funds expended by CPS related to the costs of the planning positions at Deneen and teacher overtime pay for professional development training. This payment amount shall not exceed the sum of \$126,538.02. The authority granted herein shall automatically rescind in the event a written School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report.

PROVIDER: Academy for Urban School Leadership, a non-profit corporation
3400 N. Austin Avenue
Chicago, IL 60634
Phone (773) 534-3885
Contact Person: Madeleine Maraldi and Dr. Donald Feinstein
Vendor Number: 39861

OVERSIGHT: ~~Office of New Schools
125 S. Clark, 6th Floor
Chicago, IL 60603
Phone: (773) 553-1530
Contact Person: Jaime Guzman, Interim Executive Officer~~

Office of Autonomous Management and Performance Schools (AMPS)
125 S. Clark, 19th Floor
Phone: (773) 553-3620
Contact Person: Melissa Megliola-Zaikos, Chief Area Officer

PROPOSAL: On July 15, 2009, AUSL responded to a Turnaround RFP issued by the Office of New Schools for current turnaround operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2010 - 2011 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehensive Evaluation Team ("CET") in August of 2009. In October 2009, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 09-1028-EX3.

PUBLIC HEARINGS: On January 27, 2010, the Chief Executive Officer proposed the reconstitution of Deneen. A public hearing on the proposed reconstitution of Deneen was held on February 8, 2010. The Board approved the reconstitution of Deneen on February 24, 2010. A public hearing was held on March 15, 2010 regarding the selection of AUSL to provide school turnaround services at Deneen. The hearing was recorded and a summary report is available for review. The school shall be referred to as the Charles S. Deneen Elementary School of Excellence.

TERM: The School Management Consulting Agreement shall commence March 1, 2010 and shall end June 30, 2015, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Deneen which shall include the following:

1. Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;
2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Deneen;
3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum;

4. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
5. Provide principal with assistance and support to implement various after-school and extracurricular activities for students;
6. Assist the principal in providing parental involvement initiatives;
7. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
8. Provide a full-time professional field coach at Deneen who will provide ongoing school management consulting and professional development;
9. Provide enhanced fundraising opportunities to support the implementation of school initiatives, and
10. Conduct a 2 week summer retreat for Deneen employees during the first year of the agreement

DELIVERABLES: AUSL will provide quarterly reports to the ~~Office of New Schools~~ **AMPS** regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

OUTCOMES: AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Deneen. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the agreement.

COMPENSATION: AUSL shall be paid the balance remaining from \$300,000.00 less the funds expended by CPS related to the costs of the planning positions at Deneen and teacher overtime pay for professional development training. The payment amount shall not exceed the sum of \$126,538.02. This one-time payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$420 for the operation of Deneen with two equal installments paid in September and January of each year based on student enrollment data

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written School Management Consulting Agreement and amendment. Authorize the President and Secretary to execute the School Management Consulting Agreement and amendment.

FINANCIAL: ~~Charge to Office of New Schools: \$300,000.00 Fiscal Year 2011~~
~~Budget Classification: 13615-331-54105-XXXXX-430118~~
~~Source of Funds: ARRA Title I Grant~~

Charge to AMPS: \$126,538.02 Fiscal Year 2011
Budget Classification: 10445-115-54125-221258-008288
Source of Funds: General Education Funds
Charge to AMPS: \$192,780.00 Fiscal Year 2011
Budget Classification: 10445-331-54105-241014-430118
Source of Funds: Title I ARRA

~~Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 627 students in 2010-11 (FY11) will be approximately \$263,340.00.~~
The financial implications will be addressed during the development of the FY11 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY11 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-EX13

**AMEND BOARD REPORT 10-0324-EX7
APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING
AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
TO PROVIDE SCHOOL TURNAROUND SERVICES
AT WENDELL PHILLIPS ACADEMY HIGH SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve entering into a School Management Consulting Agreement with the Academy for Urban School Leadership ("AUSL") to provide school turnaround services at Wendell Phillips Academy High School ("Phillips") at a cost not to exceed ~~\$520,000.00~~ \$330,823.03 for the first year with supplemental annual compensation on a per-pupil basis of \$500 for the operation of Wendell Phillips Academy High School. A School Management Consulting Agreement is currently being negotiated. No services shall be provided by and no payment shall be made to AUSL prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event an agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This October 2010 amended Board Report is necessary to transfer the oversight for the School Management Consulting Agreement with AUSL to the Office of Autonomous Management and Performance Schools. This amended Board Report is also necessary to decrease the one-time payment for services to AUSL which shall be the balance remaining from \$520,000.00 less the funds expended by CPS related to the costs of the planning positions at Phillips and teacher overtime pay for professional development training. This payment amount shall not exceed the sum of \$330,823.03. The authority granted herein shall automatically rescind in the event a written School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report.

PROVIDER: Academy for Urban School Leadership, a non-profit corporation
3400 N. Austin Avenue
Chicago, IL 60634
Phone (773) 534-3885
Contact Person: Madeleine Maraldi and Dr. Donald Feinstein
Vendor Number: 39861

OVERSIGHT: ~~Office of New Schools
125 S. Clark, 6th Floor
Chicago, IL 60603
Phone: (773) 553-1530
Contact Person: Jaime Guzman, Interim Executive Officer~~
Office of Autonomous Management and Performance Schools (AMPS)
125 S. Clark, 19th Floor
Phone: (773) 553-3620
Contact Person: Melissa Megliola-Zaikos, Chief Area Officer

PROPOSAL: On July 15, 2009, AUSL responded to a Turnaround RFP issued by the Office of New Schools for current turnaround operators interested in providing school turnaround services at reconstituted and closed schools starting with the 2010 - 2011 school year. AUSL's proposal was reviewed and evaluated by a CPS Comprehensive Evaluation Team ("CET") in August of 2009. In October 2009, the Board pre-approved AUSL to provide school turnaround services at reconstituted schools under Board Report 09-1028-EX3.

PUBLIC HEARINGS: On January 27, 2010, the Chief Executive Officer proposed the reconstitution of Phillips. A public hearing on the proposed reconstitution of Phillips was held on February 1, 2010. The Board approved the reconstitution of Phillips on February 24, 2010. A public hearing was held on March 15, 2010 regarding the selection of AUSL to provide school turnaround services at Phillips. The hearing was recorded and a summary report is available for review. The school shall be referred to as the Wendell Phillips Academy High School of Excellence.

TERM: The School Management Consulting Agreement shall commence April 1, 2010 and shall end June 30, 2015, unless renewed or terminated early by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Phillips which shall include the following:

1. Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment;
2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers and master teachers to serve at Phillips;
3. Provide curriculum development support services to implement a standards-based, assessment-aligned curriculum;

4. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development;
5. Provide principal with assistance and support to implement various after-school and extracurricular activities for students.
6. Assist the principal in providing parental involvement initiatives;
7. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan;
8. Provide a full-time professional field coach at Phillips who will provide ongoing school management consulting and professional development;
9. Provide enhanced fundraising opportunities to support the implementation of school initiatives, and
10. Conduct a 2 week summer retreat for Phillips employees during the first year of the agreement

DELIVERABLES: AUSL will provide quarterly reports to the ~~Office of New Schools~~ **AMPS** regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

OUTCOMES: AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Phillips. AUSL will be evaluated annually based on the specific outcomes, school progress goals and benchmarks identified in the agreement.

COMPENSATION: AUSL shall be paid the balance remaining from \$520,000.00 less the funds expended by CPS related to the costs of the planning positions at Phillips and teacher overtime pay for professional development training. ~~The payment amount shall not exceed the sum of \$330,823.03.~~ This one-time payment shall be made based upon the submission and approval of detailed invoices and/or a budget.

Annual compensation: AUSL shall be paid on a per-pupil basis of \$500 for the operation of Phillips with two equal installments paid in September and January of each year based on student enrollment data

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written School Management Consulting Agreement and amendment. Authorize the President and Secretary to execute the School Management Consulting Agreement and amendment.

FINANCIAL: ~~Charge to Office of New Schools: \$520,000.00 Fiscal Year: 2011~~
~~Budget Classification: 13615-331-54105-XXXXX-430118~~
~~Source of Funds: ARRA Title I Grant~~

Charge to AMPS: \$383,500.00 Fiscal Year 2011
Budget Classification: 10445-331-54105-241014-430118
Source of Funds: Title I ARRA

Charge to AMPS: \$330,823.03 Fiscal Year 2011
Budget Classification: 10445-115-54125-221258-008288
Source of Funds: General Education Funds

~~Annual Compensation: Using current year financial data, the general fund cost of the turnaround services for 627 students in 2010-11 (FY11) will be approximately \$313,500.00. The financial implications will be addressed during the development of the FY11 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY11 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.~~

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-EX14

**AMEND BOARD REPORT 08-0227-EX22
AMEND BOARD REPORT 05-0126-EX15
APPROVE THE ESTABLISHMENT OF THE UPLIFT COMMUNITY SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the establishment of the UPLIFT Community School as a Renaissance Performance School located at 900 West Wilson Avenue, Chicago, Illinois 60640

This amendment is necessary to update the School Profile to reflect the establishment of a Social Justice teacher training academy at UPLIFT Community School.

This amendment is necessary approve the reorganization of the grade levels at UPLIFT Community School from 6th to 12th grade to 7th to 12th grade. The desire to reorganize the school is due to an unsuccessful recruitment and enrollment of 6th grade students this school year.

DESCRIPTION:

School Designation: Pursuant to Board Policy 04-0922-PO4 (Policy to Establish Renaissance Schools), the UPLIFT Community School will open in the fall of 2005 as a Performance School. The Board hereby designates UPLIFT Community School as an alternative school pursuant to 105 ILCS 5/34-2.4b

Public Hearing: A Public Hearing on the opening of UPLIFT Community School as a Renaissance Performance School was held on Wednesday January 20, 2005 in accordance with Board Policy 04-0922-PO4 (Policy to Establish Renaissance Schools) and the Modified Desegregation Consent Decree. The hearing was recorded. A summary report of the hearing is available for review.

Request for Proposals: In September 2004, the Department of New Schools issued a request for proposals to solicit responses from parties interested in starting schools under the Renaissance 2010 initiative, including a request for proposals to operate at 900 West Wilson Avenue, the current site of the Arai middle school. Proposals to operate either a charter, contract or performance school were submitted to the Board on November 22, 2004. Proposals were evaluated pursuant to the standards set forth in Board Policy 04-0922-PO4 (Policy to Establish Renaissance Schools). Proposals were reviewed by the New Schools Development Department and the Arai Transition Advisory Council and recommendations were submitted to the Chief Executive Officer based upon those reviews and evaluations.

School Design Team: The proposal for the establishment of UPLIFT Community School was submitted by a group of educators from the current Arai school as well as from other schools. The leader of the proposal is Ms. Stephanie Moore, currently a counselor at Nia Elementary School, who was designated in the proposal as the principal candidate for the UPLIFT Community School. Ms. Moore and other members of the design team will assume responsibility for establishing the school.

School Profile: The UPLIFT Community School will open in the fall of 2005 serving approximately 460 students in grades 6 through 9. The school will add a 10th, 11th, and 12th grade in the following years. A majority of students are expected to come from the Uptown community, although students from outside of Uptown will be able to attend if space is available. The Department of Demographics and School Planning and the New Schools Development Department will work with the UPLIFT Community School, the Arai Transition Advisory Council and the Uptown community to develop an attendance plan for the school and, if necessary, submit that plan to the Board for approval. The UPLIFT Community School will foster cooperative educational relationships in the Uptown community as a method of developing critically thinking graduates who will succeed in their college endeavors. In September 2008, UPLIFT Community School will establish a Social Justice Teacher Training Academy in partnership with the University of Illinois – Chicago (UIC) to provide lesson plans, curriculum, instructional delivery strategies and related training to high school teachers throughout the District. The purpose of the Training Academy is to establish consistent Social Justice programming in CPS High Schools and provide the means to expand the number of CPS teachers providing social justice coursework in their Humanities curricula. In establishing the Training Academy at UPLIFT, the Office of High School Programs seeks to augment district initiatives to improve high school social studies instruction to develop students who are fully prepared to contribute in their communities as informed and politically active citizens. On or about November 2010, UPLIFT Community School will reorganize its grade levels of from 6th to 12th grade to 7th to 12th grade.

Governance: An Appointed Local School Council will be established in a timely manner pursuant to 105 ILCS 5/34-2.4b.

Performance Plan and Duration: The operation and performance of the UPLIFT Community School will be in accordance with a Performance Plan to be established pursuant to Board Policy 04-0922-PO4 (Policy to Establish Renaissance Schools) within 120 days following the approval of this Board Report. The President and the Secretary of the Board shall be authorized to approve and execute the Performance Plan and all ancillary documents necessary to effectuate the Performance Plan. At a minimum, the Performance Plan will address student academic outcomes and financial and management practices of the school. The UPLIFT Community School's designation as a Performance School under a Performance Plan will expire on June 30, 2010 unless renewed or terminated earlier by the Board.

FINANCIAL: Using current year financial data, the General Fund cost of 460 students in 2005-06 will be approximately \$2,334,500. The financial implications will be addressed during the development of the 2005-2006 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY05 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

PERSONNEL IMPLICATIONS: As a Performance School, the UPLIFT Community School will employ CPS teachers and staff. Performance Schools are subject to the collective bargaining agreements between CPS and the Chicago Teachers Union and other labor organizations, including the waiver provisions of those agreements.

10-1027-EX15

AMEND BOARD REPORT 10-0324-EX3
AMEND BOARD REPORT 09-1216-EX4
AMEND BOARD REPORT 09-0826-EX9
AMEND BOARD REPORT 08-1022-EX12
AMEND BOARD REPORT 08-0602-EX3
AMEND BOARD REPORT 08-0123-EX3
AMEND BOARD REPORT 07-1219-EX3
AMEND BOARD REPORT 07-1024-EX6
AMEND BOARD REPORT 07-0822-EX10
AMEND BOARD REPORT 07-0523-EX5

**APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH
 CHICAGO CHARTER SCHOOL FOUNDATION
 (CHICAGO INTERNATIONAL CHARTER SCHOOL)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the renewal of the Charter School Agreement with Chicago Charter School Foundation (CCSF) for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This August 2007 amendment is necessary to authorize the Chicago Charter School Foundation to (a) change the address of the CICS – Ralph Ellison Campus from 8001 S. Honore to 1547 W. 95th Street and (b) change the name of the CICS – Avondale Campus located at 3820 N. Spaulding to CICS – Irving Park Campus. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This October 2007 amendment is necessary to authorize the Chicago Charter School Foundation to establish a new campus in the fall of 2008 to be located at 9535 South Throop Street, Chicago, IL 60643 and to increase the at capacity enrollment by 520 to 8,167. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This December 2007 amendment is necessary to correct the address for the CICS – Irving Park Campus from 3834 N. Spaulding to 3820 N. Spaulding. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This January 2008 amendment is necessary to authorize the Chicago Charter School Foundation to change the address of the CICS – Ralph Ellison Campus from 1547 W. 95th Street to the permanent address of 8001 S. Honore. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This May 2008 amendment is necessary to authorize the Chicago Charter School Foundation to (a) correct the contact information for the Chicago Charter School Foundation (b) correct the addresses of the CICS – Friesse Campus, CICS – Ralph Ellison Campus, and CICS – Washington Park Campus, (c) correct the year the CICS – Longwood Campus and CICS – Washington Park Campus opened, (d) change the grade structure for the CICS – Longwood Campus and the CICS – Friesse Campus, (e) increase the at capacity enrollment for the

CICS – Friesse Campus, (f) decrease the at capacity enrollment for the CICS – Ralph Ellison Campus, (g) correct at capacity enrollments for 7 campuses and (h) change the overall at capacity enrollment for the CICS Charter School from 8167 to 8000. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This October 2008 amendment is necessary to authorize the Chicago Charter School Foundation to (a) establish a new campus in the fall of 2009 to be located at 13300 S. Langley, (b) increase their overall at capacity enrollment by 350 to 8350 students, (c) change the name of the Chicago International Charter School – Friesse Campus to the Chicago International Charter School – Loomis Primary Campus and (d) clarify the relationship of any pre-kindergarten program to the charter school. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This August 2009 amendment is necessary to authorize the Chicago Charter School Foundation to change the name of the Chicago International Charter School – Altgeld Gardens Campus to the Chicago International Charter School – Lloyd Bond Campus. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This December 2009 amendment is necessary to authorize the Chicago Charter School Foundation to (a) establish a new campus in the fall of 2010 to be located at 801 E. 133rd Place and (b) increase the overall at capacity enrollment at the charter school by 900 to 9,250 students. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This March 2010 amendment is necessary to authorize the Chicago Charter School Foundation to (a) change the name of the CICS – Carver Campus to the CICS – Larry Hawkins Campus, (b) change the grade structure at the CICS – Larry Hawkins Campus from 6 through 12 to 7 through 12, and (c) change the grade structure at the CICS – Lloyd Bond Campus from K through 8 to K through 6. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This October 2010 amendment is necessary to authorize the Chicago Charter School Foundation to (a) decrease the at capacity enrollment at the CICS – Ralph Ellison Campus by 30 students to a new at capacity enrollment of 570 students and (b) increase the at capacity enrollment at the CICS – Bucktown Campus by 30 students to a new at capacity enrollment of 670 students. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

CHARTER SCHOOL: Chicago Charter School Foundation
228 South Wabash, Suite 500
Chicago, IL 60604
Phone: (312) 651-5000
Contact Person: Dr. Elizabeth Purvis, Director

OVERSIGHT: Office of New Schools
125 S. Clark, 5th Floor
Chicago, IL 60603
(773) 553-1530
Contact Person: ~~Jaime Guzman~~ J. Terence Patterson, ~~Interim~~ Acting Executive Officer

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 97-0122-EX4 as amended by Board Report 00-0223-EX3) is for a term commencing July 1, 1997 and ending June 30, 2002 and authorized CCSF to operate four campuses with a total enrollment of 5,000. The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2002 and ending June 30, 2007 (authorized by Board Report 01-1219-EX2), and subsequently amended as follows:

- Board Report 04-0428-EX4: Approved the addition of a Pre-K program.
- Board Report 05-0126-EX6: Approved an increase in the enrollment cap to 5426 students and the establishment of an elementary school campus at 7850 S. Chappel Avenue.

- Board Report 05-0727-EX13: Approved the establishment of a new campus at 8130 S. California, an increase of the enrollment cap to 6211 students and a change of address for the Avalon/South Shore campus from 7850 S. Chappel Avenue to 1501 E. 83rd Place.
- Board Report 05-1116-EX12: Approved the establishment of a new campus at 8101 S. Honore, an increase of the enrollment cap to 7111 students, pre-approved the establishment of an additional campus to be located on the South Side of Chicago and an increase of the enrollment cap to 8011 students.
- Board Report 06-0628-EX10: Approved a correction of the address for the Ralph Ellison campus from 8101 S. Honore to 8001 S. Honore and authorized the operation of the campus in a different facility for the 2006 – 2007 school year.
- Board Report 06-0927-EX7: Approved the reduction of the enrollment cap for CCSF to 7111 because the authorization for the pre-approved campus on the South Side of Chicago was rescinded.
- Board Report 06-1115-EX6: Approved the establishment a new campus at 3834 N. Spaulding to open in the Fall of 2007 and an increase of the enrollment cap to 7,647 students, which approval was contingent upon renewal of the charter and Charter School Agreement

The 2002 Charter School Agreement, as amended, authorizes CCSF to operate a total of 10 campuses under the name of "Chicago International Charter School" with a maximum enrollment of 7,111. The agreement incorporates an accountability plan whereby the school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

CHARTER RENEWAL PROPOSAL: CCSF submitted a renewal proposal on December 1, 2006, to continue the operation of the Chicago International Charter School under a unified mission, using AQS, Edison, Civitas and Victory to provide comprehensive school management. CCSF has since modified its renewal proposal to include commitments to operate eleven (11) campuses as one unified school through the use of uniform assessment plans and performance standards, curriculum and school calendar alignment, as well as standard governance, operational, employment, educational and admissions policies. The Charter School shall serve grades Pre-Kindergarten through 12 with a maximum student enrollment of 7,647.

In August 2007, CCSF submitted a material modification to (a) change the address of the CICS – Ralph Ellison Campus and (b) change the name of the CICS – Avondale Campus located at 3820 N. Spaulding to CICS – Irving Park Campus. The CICS – Ralph Ellison Campus will now be located at 1547 W. 95th Street, Chicago, IL 60643. The CICS – Avondale Campus will now be known as the CICS – Irving Park Campus.

On July 9, 2007, CCSF submitted a Renaissance proposal as a response to an Invited Request for Proposals to currently operating school providers. CCSF requests to establish the Chicago International Charter School - Friesse Campus to be located at 9535 S. Throop and to increase the at capacity enrollment by 520 to 8,167.

The school is scheduled to open in the fall of 2008 at full capacity and will serve 520 students in grades K-3. A public hearing was held on October 11, 2007.

In December 2007, CCSF submitted a material modification to change the address of the CICS – Ralph Ellison Campus. The CICS – Ralph Ellison Campus will now be located at 8001 S. Honore Street, Chicago, IL 60620.

In March 2008, CCSF submitted a material modification to correct the following information (a) the contact information for the Chicago Charter School Foundation (b) the addresses of the CICS – Friesse Campus, CICS – Ralph Ellison Campus, and CICS – Washington Park Campus (c) the year the CICS – Longwood Campus and CICS – Washington Park Campus opened, (d) correct the capacity enrollments for 7 campuses.

In addition, CCSF submitted a material modification to change the following (a) the grade structure for the CICS – Longwood Campus and the CICS – Friesse Campus, (b) increase the at capacity enrollment for the CICS – Friesse Campus, (c) decrease the at capacity enrollment for the CICS – Ralph Ellison Campus, and (d) change the overall at capacity enrollment for the CICS Charter School.

The correct address for the CICS – Friesse Campus is 9535 S. Loomis, Chicago, IL 60643. The correct address for the CICS – Ralph Ellison Campus is 1817 W. 80th Street, Chicago, IL 60620. The correct address for the CICS – Washington Park Campus is 6105 S. Michigan. The CICS – Longwood Campus opened in 1997 and CICS – Washington Park Campus opened in 2001. The at capacity enrollments for 7 CICS Campuses are correctly listed below.

The CICS – Longwood Campus will now serve grades 3 through 12. The CICS – Friesse Campus will now serve grades K through 2. The at capacity enrollment for the CICS – Friesse Campus will increase from 520 to 590. The at capacity enrollment for the CICS – Ralph Ellison Campus will decrease from 900 to 600.

The overall at capacity enrollment for all 12 CICS Campuses will now be 8000.

On June 28, 2008, the Chicago Charter School Foundation submitted a design statement to open a new elementary school as a part of their pre-qualified status (authorized by Board Report 07-1114-EX4). CCSF proposes to establish the Chicago International Charter School – Altgeld Gardens Campus to be located at 13300 S. Langley and to increase their overall at capacity enrollment by 350 students to 8350. The school is scheduled to open in the fall of 2009 at full capacity and will serve 350 students in grades K – 8. Public hearings were held on September 3, 2008, October 6, 2008 and October 15, 2008. The October 15th hearing was recorded and a summary report of each hearing is available for review.

The Chicago Charter School Foundation is authorized to operate a pre-kindergarten program in the same building as the charter school. The children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the Charter School Agreement. To the extent the Board provides funding for the pre-kindergarten program, that program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and CCSF for operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract.

In October 2008 the Chicago Charter School Foundation also submitted a material modification to change the name of the Chicago International Charter School – Friesse Campus. The name will now be known as the Chicago International Charter School – Loomis Primary Campus.

In August 2009 the Chicago Charter School Foundation submitted a material modification to change the name of the Chicago International Charter School – Altgeld Gardens Campus to the Chicago International Charter School – Lloyd Bond Campus. A public hearing for the proposed name change was held on Tuesday, August 11, 2009. The hearing was recorded and a summary report is available for review.

On August 10, 2009, the Chicago Charter School Foundation submitted a proposal to open a new middle/high school at 801 East 133rd Place. CCSF proposes to establish the Chicago International Charter School – Carver Campus in the fall of 2010, serving 500 students in grades 6-12 and to increase the overall at capacity enrollment at the charter school by 900 to 9,250 students. At capacity, the Carver Campus will serve up to 900 students in grades 6-12. Public hearings, as required by statute, were held on June 23, 2009, September 10, 2009 and November 9, 2009. The public hearings were recorded and summary reports for all hearings are available for review.

In March 2010 the Chicago Charter School Foundation submitted a material modification to (a) change the name of the CICS – Carver Campus to the CICS – Larry Hawkins Campus, (b) change the grade structure at the CICS – Larry Hawkins Campus from 6 through 12 to 7 through 12, and (c) change the grade structure at the CICS – Lloyd Bond Campus from K through 8 to K through 6. A public hearing on the proposed changes was held on Tuesday March 16, 2010. The hearing was recorded and a summary report is available for review.

In September 2010 the Chicago Charter School Foundation submitted a material modification to (a) decrease the at capacity enrollment at the CICS – Ralph Ellison Campus by 30 students to a new at capacity enrollment of 570 students and (b) increase the at capacity enrollment at the CICS – Bucktown Campus by 30 students to a new at capacity enrollment of 670 students. The total at capacity enrollment for the charter school will remain the same. A public hearing on the proposed changes was held on Thursday, October 14, 2010. The hearing was recorded and a summary report is available for review.

School Management Co.	Year Opened	Campus Name	Address	At Capacity Grades	2008-2009 Enrollment	At Capacity Enrollment
American Quality Schools (AQS)	2001	Washington Park	6105 S. Michigan	K – 8	454	460
	1997	Bucktown	2235 N. Hamilton	K – 8	627	640 670
	1997	Prairie	11530 S. Prairie Ave.	K – 8	412	405
	2005	Avalon/South Shore	1501 E. 83 rd Place	K – 8	405	426
	2002	West Belden	2245 N. McVicker	K – 8	500	500

Civitas	2002	Northtown	3900 W Peterson	9-12	808	850
			1817 W 80 th Street	9-12	449	600 570
	2006	Ralph Ellison	8130 S. California	K – 8	699	785
	2005	Wrightwood	1309 W 95 th Street	3 – 12 (2008-2012)	1475	1475
Edison Schools Inc.	1997	Longwood	9535 S. Loomis	K-2	569	590
	2008	Loomis Primary	13300 S. Langley	K – 6	350 (in 09-10)	350
	2009	Lloyd Bond	801 East 133 rd Place	7-12	500 (in 10-11)	900
	2010	Larry Hawkins	1816 W. Garfield	K – 8	722	733
Victory	2002	Basil	3820 N. Spaulding	K – 8	349	536
	2007	Irving Park				

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of the CCSF's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial analysis, and academic site visits of multiple CCSF campuses in which teaching and learning, leadership and governance, and the learning community were assessed. In addition to the foregoing, the Office of New Schools evaluated the school's student performance. From 2002 to 2006, CCSF received 13 out of 22 high ratings and 5 out of 22 middle ratings on their absolute student performance indicators. On the 2006 ISAT, 67.40% of CCSF students met or exceeded state standards. Finally, the school experienced a high attendance rate of 94.4% in 2005-2006.

A Comprehensive Evaluation Team ("CET") was convened to review the evidence and make a recommendation regarding the renewal of the school. Based on the school's performance on these and other accountability criteria, the CET recommends that Chicago International Charter School be authorized to continue operating as a charter school.

RENEWAL TERM: The term of CCSF's charter and charter school agreement is being extended for a five (5) year term commencing July 1, 2007 and ending June 30, 2012.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement and amendment. Authorize the Executive Director of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action (s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Councils is not applicable to this report

FINANCIAL: The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of this additional enrollment will be approximately \$3,823,500.00 in 2010-2011. Chicago Charter School Foundation will also receive supplemental funding amounts of \$239,410.00 in FY11, \$168,125.00 in FY12, and \$100,875.00 in FY13. If Chicago Charter School Foundation applies to the Renaissance Schools Fund for funding for the new campus and is not approved for funding, the Board shall provide a one-time payment to the new campus for planning positions in an amount not to exceed \$170,000.00.

GENERAL CONDITIONS:

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office

Indebtedness - The Board's indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

10-1027-EX16

AMEND BOARD REPORT 10-0526-EX7

APPROVE ENTERING INTO AMENDED AND RESTATED CHARTER SCHOOL AGREEMENTS WITH VARIOUS CHARTER SCHOOLS

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve entering into amended and restated Charter School Agreements with the charter schools listed herein to incorporate revisions to the Charter School Agreement and Accountability Plan. Written amended and restated charter school agreements are currently being negotiated. The authority granted herein shall automatically rescind as to each Charter School in the event their amended and restated Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreements authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to these agreements is stated below.

This October 2010 amendment is necessary to authorize the amendment and restatement of Charter School Agreements for any charter school identified below that requests a material modification to their existing agreement. The authority granted herein shall automatically rescind as to each Charter School in the event their amended and restated Charter School Agreement is not executed by the Board and the charter school's governing board within the time identified in the amended Board Reports specific to each charter school. The agreements authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to these agreements is stated below.

CHARTER SCHOOLS:

- | | |
|---|---|
| <p>1. Amandla Charter School
6800 S. Stewart Avenue
Chicago, IL 60621
Phone: (773) 396-8022
Contact: Erin Ferguson, Principal</p> | <p>2. Architecture, Construction and Engineering
Technical Charter School
5410 S. State Street
Chicago, IL 60609
Phone: (773) 548-8705
Contact Person: Geri Harston, Executive
Director</p> |
| <p>3. ASPIRA Charter School
c/o ASPIRA Inc. of Illinois
2415 N. Milwaukee Avenue
Chicago, IL 60647
Phone: (773) 252-0970
Contact Person: Jose Rodriguez</p> | <p>4. Betty Shabazz International Charter School
7823 S. Ellis
Chicago, IL 60616
Phone: (773) 651-1221
Contact Person: Dr. Elaine Mosley, Head of
School</p> |
| <p>5. Bronzeville Lighthouse Charter School
8 West Root Street
Chicago, IL 60651
Phone: (508) 626-0901
Contact Person: Mark Culliton</p> | <p>6. Catalyst Charter School - Howland
1616 S. Spaulding
Chicago, IL 60623
Phone: (312) 787-2870
Contact Person: Michael Fehrenbach</p> |
| <p>7. Chicago Math and Science Academy
Charter School
7212 N. Clark
Chicago, IL 60626
Phone: (773) 761-8960
Contact Person: Ali Yilmaz, Principal</p> | <p>8. Chicago Virtual Charter School
38 S. Peoria
Chicago, IL 60607
Phone: (406) 599-0769
Contact Person: Peter Stewart</p> |
| <p>9. Henry Ford Academies of Illinois, NFP
931 S. Homan Avenue
Chicago, IL 60624
Phone: (312) 558-1690
Contact: Kathryn M. Vanden Berk</p> | <p>10. KIPP Ascend Charter School
715 S. Kildare Avenue
Chicago, IL 60624
Phone: (773) 533-1770
Contact Person: Jim O'Connor, Founding
School Leader</p> |
| <p>11. Namaste Charter School
3737 S. Paulina Avenue
Chicago, IL 60609
Phone: (773) 715-9558
Contact Person, Allison Slade, Principal</p> | <p>12. North Lawndale College Preparatory
Charter High School
1615 S. Christiana
Phone: (773) 542-1490
Contact Person: John Horan, Director of
Planning</p> |

- | | |
|--|--|
| <p>13. Passages Charter School
Charter Holder: Asian Human Services
4753 N. Broadway
Chicago IL 60640
Phone: (773) 728-2235
Contact Person: Abha Pandya, CEO of AHS</p> | <p>14. Perspectives Charter School
601 S. LaSalle Street, Suite 700
Chicago, IL 60605
Phone: (312) 604-2123
Contact Person: Rhonda Hopps, CEO</p> |
| <p>15. Polaris Charter Academy
620 N. Sawyer
Chicago, IL 60624
Phone: (708) 660-0301
Contact Person: Michelle Navarro, Principal</p> | <p>16. Providence-Englewood Charter School
6515 S. Ashland
Chicago, IL 60636
Phone: (773) 722-4600
Contact Person: Paul Adams</p> |
| <p>17. The University of Chicago Charter School
Corporation c/o Center for Urban School
Improvement
1313 E. 60th Street
Chicago, IL 60637
Phone: (773) 702-0663
Contact Person: Linda Wing, Deputy Director</p> | <p>18. Urban Prep Academies Inc
420 N. Wabash, Suite 203
Chicago, IL 60611
Phone: (312) 276-0259
Contact Person: Tim King, Founder and
CEO</p> |
| <p>19. Youth Connection Charter School
10 W. 35th Street
Chicago, IL 60616
Phone: (312) 328-0799
Contact Person: Sheila Venson, Executive
Director</p> | <p>20. Chicago Charter School Foundation
228 S. Wabash, Suite 500
Chicago, IL 60604
Phone: (312) 651-5000
Contact Person: Dr. Elizabeth Purvis,
Director</p> |
| <p>21. LEARN Charter School
1132 S. Homan Avenue
Chicago, IL 60624
Phone: (773) 826-6330
Contact Person: Courtney Francis</p> | <p>22. Alain Locke Charter Academy Charter
School
3141 W. Jackson
Chicago, IL 60612
Phone: (773) 265-7230
Contact Person: Lennie Jones, Principal</p> |
| <p>23. <u>UNO Charter School</u>
<u>954 West Washington Boulevard</u>
<u>Chicago, IL 60607</u>
<u>Phone: (312) 432-6301</u>
<u>Contact Person: Juan Rangel, President</u></p> | |

OVERSIGHT: Office of New Schools
125 S. Clark Street, 5th Floor
Chicago, IL 60603
773-553-1530
Contact Person: ~~Jaime Guzman~~ J. Terence Patterson, Acting Executive Officer

CHARTER AMENDMENT PROPOSAL: The Office of New Schools proposes to amend the existing Charter School Agreements for the aforementioned charter schools to adopt revisions to the Charter School Agreement and Accountability Plan. The Charter School Accountability Plan has been revised to align with the Board's standards for evaluation of student performance. The execution of amended and restated Charter School Agreements will further the goal of uniformity in performance measurement, accountability and other terms and conditions among all Charter Schools. A public hearing on the proposed changes was held on Thursday, May 13, 2010. The hearing was recorded and a summary report is available for review.

RENEWAL TERM: Each amended and reinstated agreement shall commence on ~~July 1, 2010~~ the date that the agreement is signed and shall end on the date set forth in the each Charter School's current agreement.

AUTHORIZATION: *Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written amended and restated Charter School Agreements which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations* Authorize the President and Secretary to execute the amended and restated Charter School Agreements. Authorize the Executive Officer of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Agreement required by the State Board

LSC REVIEW: Approval of Local School Councils is not applicable to this report

FINANCIAL: There are no financial implications with respect to the amended and restated Charter School Agreements. The financial implications of the operation of the charter schools listed herein are addressed in the Board Reports specific to each charter school.

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

10-1027-EX17

FINAL

**APPROVE THE EXPANSION OF AUDUBON ELEMENTARY SCHOOL WITH THE
ESTABLISHMENT OF A HIGH SCHOOL CAMPUS TO BE KNOWN AS
AUDUBON ENTREPRENEURIAL ACADEMY HIGH SCHOOL PROGRAM**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the high school expansion of the Audubon Elementary School (Audubon) with the establishment of a high school campus to be known as Audubon Entrepreneurial Academy High School Program (Audubon Entrepreneurial Academy).

DESCRIPTION:

Audubon currently serves kindergarten through eighth grade. Effective July 1, 2011, Audubon Entrepreneurial Academy will increase its grade structure to include ninth grade students and, thereafter, Audubon Entrepreneurial Academy will increase its grade offerings by one grade per year until Audubon serves kindergarten through twelfth grade.

Audubon Entrepreneurial Academy is scheduled to open at 3633 N California Avenue in the fall of 2011 as an additional campus of the Audubon Elementary School.

PUBLIC HEARING:

A public meeting was convened on Friday, October 22, 2010 to receive public comment on the CEO's proposal to create Audubon Entrepreneurial Academy. A summary report of the comments made at that meeting was provided to the Office of the Board.

HIGH SCHOOL CAMPUS PROFILE:

Audubon Entrepreneurial Academy is scheduled to open in the fall of 2011 serving approximately 125 students in grade 9. In subsequent years the school will add grades 10, 11, and 12. The school at capacity will serve up to 500 students.

Audubon Entrepreneurial Academy will offer a comprehensive academic program for all students enriched by a focus on preparing students to succeed and lead as entrepreneurs. Audubon Entrepreneurial Academy will prepare students for college or a career with a rigorous curriculum while providing opportunities for students to participate and engage authentically with members in the community beyond the high school, as well. Audubon Entrepreneurial Academy will focus students' learning around 7 habits of mind: open-mindedness, curiosity, meta-cognitive skills, seeking truth and understanding, strategic thinking, and skeptical thinking. These are the tools that will help students to succeed in college and their chosen career field. Audubon Entrepreneurial Academy will strive to create a safe and supportive learning community for all students, including students with disabilities. Audubon Entrepreneurial Academy will develop an inclusive high school model with an emphasis on high school to post high school transition. All students with disabilities will be provided access to the general education curriculum and classroom to the maximum extent appropriate. Audubon Entrepreneurial Academy will serve students with disabilities in LRE 1, LRE 2 and LRE 3.

Audubon Entrepreneurial Academy will create a new city-wide cluster program supporting students on the autism spectrum and integrating them into the general education classrooms and curriculum with the necessary supports. Placements into this cluster program will be administered through OSES using placement protocols already in place.

STUDENT ENROLLMENT:

Audubon Elementary School 8th grade students may transition to Audubon Entrepreneurial Academy as 9th graders provided that seats are available. The Chief Executive Officer or his designee is directed to create a school overlay attendance boundary for Audubon Entrepreneurial Academy that will give priority for selection to for students residing within the overlay attendance boundary. The purpose of the overlay attendance boundary is to enable the school to fill seats that are projected to be available after the enrollment of Audubon 8th grade students. If there are more proximity applicants than available seats, a lottery will be held to select students for enrollment. If seats remain after all applicants residing within the school overlay attendance boundary have been granted seats, a citywide lottery may be held. The overlay attendance boundary may be adjusted in future school years. When establishing or amending the overlay attendance boundary, at least three factors should be considered: the capacity of the overlay attendance boundary to reduce the disparity between students residing in regional high school attendance areas and the capacity of those schools to serve residing students; the number of total students residing in the overlay attendance boundary; and, the geographic size of the boundary.

REVIEW OF AUDUBON ENTREPRENEURIAL ACADEMY

On or before June 30, 2011 and June 30, 2012, the Office of Special Education and Supports and the administration of Audubon Entrepreneurial Academy shall submit to the Chief Executive Officer and the Board of Education a status report on the implementation of the program expansion authorized in this Board report.

On or before January 31, 2011, the Office of Special Education and Supports shall present to the Chief Executive Officer and the Board of Education a summary report describing the district's programming for students with autism, including a summary of various programs currently offered for students on the autism spectrum and a discussion of best practices.

LSC IMPLICATIONS: The Audubon Local School Council will continue and may be modified at a later date in order to allow for high school student representation.

FINANCIAL: Using current year financial data, the General Fund cost of 125 students in 2010-11 would be approximately \$917,375.00. The financial implications of the expansion will be addressed during the development of the 2011-2012 fiscal year budget. Expenditures beyond FY11 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

The action approved in this Board report is conditioned upon execution of a lease for the proposed site of the Audubon Entrepreneurial Academy.

PERSONNEL IMPLICATIONS: Audubon Entrepreneurial Academy will be staffed in accordance with the Board's Policy on Class Size as it exists now or may hereafter be amended.

10-1027-ED1

REPORT ON STUDENT EXPULSIONS FOR SEPTEMBER 2010**DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORT THE FOLLOWING DECISION:**

32 Students were expelled from the Chicago Public Schools in September 2010.

DESCRIPTION:

Pursuant to the provisions of Sections 10-22.6 and 34-19 of the *School Code of Illinois*, Section 6-8 of the *Rules of the Board of Education of the City of Chicago*, and the *Student Code of Conduct* of the Chicago Public Schools, the designee for the Chief Executive Officer approved the expulsion of 32 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

September Totals
(September 1 to September 30, 2010)

Expulsions	32
No Expulsions	11
SMART Referrals	<u>1</u>
	44

(2010-2011 Totals to Date)
(August 1, 2010 to current)

Expulsions	39
No Expulsions	20
SMART Referrals	40
Decisions Pending	<u>20</u>
	119

LSC REVIEW:

LSC review is not applicable to this report.

AFFIRMATIVE ACTION STATUS:

Not applicable.

FINANCIAL:

No cost to the Chicago Public Schools.

10-1027-OP1

**AUTHORIZE ENTERING INTO A LEASE AGREEMENT WITH A RIGHT OF FIRST REFUSAL
AND OPTION TO PURCHASE SCHOOL FACILITIES AT 3633 NORTH CALIFORNIA AVENUE
FOR A NEW AUDUBON ENTREPRENEURIAL ACADEMY HIGH SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Authorize entering into a lease agreement with a right of first refusal and an option to purchase with The Congregation of the Resurrection – USA Province for property located at 3633 North California Avenue, Chicago, Illinois ("Gordon Tech High School" or "Property") for the establishment of the Audubon Entrepreneurial Academy High School. The Board authorizes taking occupancy of the premises as of July 1, 2011. The written lease, right of first refusal and option agreement are being finalized. The authority granted herein shall automatically rescind in the event the written lease with the right of first refusal and an option to purchase agreement ("Lease") has not been executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below

LESSOR The Congregation of the Resurrection – USA Province
AND c/o Gordon Tech High School, Inc.
SELLER 3633 North California Avenue
Chicago, Illinois 60618

LEASED PREMISES: A portion of Gordon Tech High School located at 3633 North California Avenue consisting of the exclusive use of 25 classrooms and adjacent corridors, administrative areas, stairwells and restrooms totaling approximately 36,000 square feet and (30) parking spaces (phased in over the first three years of the Lease) and shared use of the gymnasium, locker rooms, cafeteria, library, three science labs and adjacent restrooms. The Board shall have the option to use the science labs on an exclusive basis provided proper notice is given and the gross rent is adjusted proportionally. The Board will be guaranteed use of the shared facilities for a minimum of four (4) hours each school day. The parties shall negotiate a shared use agreement that will set forth the times and terms of each parties' use of the shared facilities.

USE: Audubon Entrepreneurial Academy is scheduled to open at 3633 N California Avenue in the fall of 2011 as an expansion to the Audubon Elementary School. Currently, Audubon serves kindergarten through 8th grade. Effective July 1, 2011, Audubon Entrepreneurial Academy will serve up to 125 students in 9th grade. Each year Audubon will be expanded by one grade to include, 9th, 10th, 11th and 12th grades

TERM AND OPTION TERM: The term of the Lease shall commence as of July 1, 2011 and end on June 30, 2021. The Board shall have the option to extend the term for one additional five year period or until June 30, 2026

RENT: The gross rent for the term and the option term, if exercised, is set forth on the Rent Schedule attached hereto as Exhibit A. Gross rent includes use of the shared facilities, all utility, maintenance and repair charges. Gross rent will be adjusted annually to reflect increases or decreases in utility costs.

MAINTENANCE: The Lessor shall be responsible for maintaining and repairing the Leased Premises

INSURANCE/INDEMNIFICATION: The Lessor must insure the entire Property and equipment for property damage on a full cost "all risk" basis. The Board and the Lessor shall mutually provide commercial general liability, excess liability insurance, automobile and employers' liability insurance coverage at the limits set forth in the Lease and workers' compensation insurance at statutory limits. Such insurance requirements may be satisfied through self-insurance or self-retention amounts. The Lease may include mutual indemnification provisions.

CAPITAL IMPROVEMENTS: By a separate agreement, Lessor is to receive a loan from a private foundation for the purpose of improving the Leased Premises to be occupied by the Board ("Improvements"). The Improvements must be substantially completed no later than June 30, 2011 and in accordance with the plans and specifications prepared and approved by the Board. The Improvements relate to the 36,000 square feet of exclusive use space

being leased by the Board and includes the construction of a new lobby, administrative office areas, two elevators and the renovation and retrofitting of 25 classrooms and three (3) science labs. The loan to the Lessor for the Improvements will be amortized over ten (10) years. For each year the Board operates Audubon Entrepreneurial Academy at the property, 10% of the loan balance will be forgiven/deducted. If the Board purchases the Property, the unamortized balance of the loan will not be required to be paid off at closing. Upon closing, Lessor shall be released from its obligations to repay the loan. The unpaid balance will remain a lien against title and Board will not be required to pay off the loan as long as the high school program continues for 10 years. The loan balance will be reduced by 10% each year and forgiven entirely after 10 years (i.e. June, 2021).

PURCHASE OPTION: The Board has the option to purchase the Property during the initial Lease term (July 1, 2010 to June 30, 2021) and the extended term, if exercised (July 1, 2021 to June 30, 2026). The option price is set forth in the Schedule attached hereto as Exhibit B. Upon execution of the Lease, the Board shall pay to Lessor the sum of \$400,000 for the option, which sum shall be credited against the option price in the event that the Board purchases the Property. If the Board does not exercise the option, the \$400,000 will be forfeited. The Board may exercise its option upon six (6) months prior written notice to Lessor during the term of the Lease or no later than December 31, 2020, or December 31, 2025 if the lease term is extended.

RIGHT OF FIRST REFUSAL: The Board shall also have, during the term of the Lease and any extension thereof, the right to match the price and closing terms of any bona-fide offer for the Property tendered and acceptable to the Lessor. The Board shall have 45 days to exercise this right of first refusal. If the Board exercises its right of first refusal, the Board shall be required to purchase the property in the timeframe and on the terms contained in the bona fide offer.

FOOD SERVICE: Lessor will provide food service for the Board's students. Lessor's lunchroom personnel will prepare the meals on the school premises, serve meals, and clean the kitchen and service areas to comply with federal, state and local health code and food service requirements. The parties shall enter into a food service agreement setting forth the cost and reimbursement rates for all meals served to the Board's students.

SALE TO THIRD PARTY: If the Property is sold to a party other than the Board, the sale shall be subject to the Lease, including the Board's option to renew the Lease for an additional five (5) years and the Board's option to purchase the Property. The purchaser of the Property may not cancel the lease unless the Board is in default under the Lease.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written Lease, option agreement and right of first refusal, including indemnification requirements. Authorize the President and Secretary to execute the Lease, option agreement and right of first refusal. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate the Lease, option agreement and right of first refusal. Authorize the Chief Purchasing Officer or Officer of Nutrition Support Services to execute the food service agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to acquisition of real estate.

PERSONNEL IMPLICATIONS: None.

FINANCIAL: Charge to: Operations- Real Estate
Budget Classification: 11910-230-57705-254903-000000-2011

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restrict the employment of or the letting of contracts to, former Board members during the one (1) year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – The Lease agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

EXHIBIT A – RENT SCHEDULE FOR AUDUBON HIGH SCHOOL SPACE IN GORDON TECH

Rent: 36,000 Square Feet - Exclusive Use Space @ \$9.50/Year (Gross) + 3% increase per year Includes all utility and maintenance costs and shared space*		
Lease Year	Term	Rent
1	July 1, 2011-June 30, 2012	\$342,000
2	July 1, 2012-June 30, 2013	\$352,260
3	July 1, 2013-June 30, 2014	\$362,828
4	July 1, 2014-June 30, 2015	\$373,713
5	July 1, 2015-June 30, 2016	\$384,924
6	July 1, 2016-June 30, 2017	\$396,472
7	July 1, 2017-June 30, 2018	\$408,366
8	July 1, 2018-June 30, 2019	\$420,617
9	July 1, 2019-June 30, 2020	\$433,235
10	July 1, 2020-June 30, 2021	\$446,232
Option Term		
11	July 1, 2021-June 30, 2022	\$459,619
12	July 1, 2022-June 30, 2023	\$473,408
13	July 1, 2023-June 30, 2024	\$487,610
14	July 1, 2024-June 30, 2025	\$502,239
15	July 1, 2025-June 30, 2026	\$517,306
Total		\$6,360,829

* Rent may be adjusted annually for increase or decreases in utility costs and for the exclusive use of the science labs.

EXHIBIT B – OPTION PRICE SCHEDULE FOR GORDON TECH HIGH SCHOOL

TEN YEAR LEASE TERM			
LEASE YEAR	Term	% INCREASE	OPTION PRICE
Year 1	July 1, 2011-June 30, 2012	0.000%	\$19,250,000.00
Year 2	July 1, 2012-June 30, 2013	2.0000%	\$19,635,000.00
Year 3	July 1, 2013-June 30, 2014	2.0000%	\$20,027,700.00
Year 4	July 1, 2014-June 30, 2015	2.0000%	\$20,428,254.00
Year 5	July 1, 2015-June 30, 2016	2.0000%	\$20,836,819.00
Year 6	July 1, 2016-June 30, 2017	2.0000%	\$21,253,555.38
Year 7	July 1, 2017-June 30, 2018	2.0000%	\$21,678,626.49
Year 8	July 1, 2018-June 30, 2019	2.5000%	\$22,220,592.15
Year 9	July 1, 2019-June 30, 2020	2.5000%	\$22,776,106.95
Year 10	July 1, 2020-June 30, 2021	2.5000%	\$23,345,509.63
OPTION TERM			
Year 11	July 1, 2021-June 30, 2022	3.5000%	\$24,162,602.46
Year 12	July 1, 2022-June 30, 2023	3.5000%	\$25,008,293.55
Year 13	July 1, 2023-June 30, 2024	3.5000%	\$25,883,583.82
Year 14	July 1, 2024-June 30, 2025	3.5000%	\$26,789,509.26
Year 15	July 1, 2025-June 30, 2026	3.5000%	\$27,727,142.08

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1027-EX1 through 10-1027-EX17, 10-1027-ED1 and 10-1027-OP1 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1027-EX1 through 10-1027-EX17, 10-1027-ED1 and 10-1027-OP1 adopted.

10-1027-PR1

REPORT ON EMERGENCY EXPENDITURES

THE CHIEF PURCHASING OFFICER REPORTS ON THE FOLLOWING EXPENDITURES PURSUANT TO 105 ILCS 5/10-20.21(xiv) and THE RULES OF THE BOARD, SECTION 7-5, EMERGENCY EXPENDITURES:

1. Track E Schools – Box Fans. An expenditure of \$30,547.00 was approved on September 22, 2010 due to excessive summer heat and that the majority of Track E Schools do not have air-conditioning. Per request of the CEO's Office, 1100 box fans were delivered via overnight express. The fans ensure that all Track E students and staff receive an adequate supply of air.
 Vendor #: 40011
 W.W. Grainger, Inc.
 2356 S. Ashland Avenue
 Chicago, Illinois 60608
 Requisition Number: 6143385
 Purchase Order Number: 2029554
 Budget Classification: 11880-230-53405-254002-2011
 Source of Funds: Supplies-Operation of Plant Funds

10-1027-PR2

APPROVE ENTERING INTO AN AGREEMENT WITH VARIOUS VENDORS FOR THE PURCHASE OF TRASH LINERS AND RECYCLING CONTAINERS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various vendors for the purchase of trash liners and recycling containers for all schools, departments and area offices at a cost not to exceed \$1,500,000.00 in the aggregate. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for this purchase are available for signature. No goods may be ordered or received and no payment shall be made to any Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 10-250030
 Contract Administrator : Demetra Knowles / 773-553-3256
VENDOR:

- 1) Vendor # 11933
 AZTEC SUPPLY CORP. M
 5024 W. 67TH STREET
 CHICAGO, IL 60638
 DANIEL MARQUEZ
 708-594-6080
 708-594-6088
 Awarded Category 1
- 2) Vendor # 29369
 DUMORE SUPPLIES, INC.
 P.O. BOX 16200
 CHICAGO, IL 60616-0000
 HOWIE ROSENSTEIN
 312-949-6260
 312-949-6268
 Awarded Category 1
- 3) Vendor # 28922
 LAPORT CHEMICAL & SUPPLY, INC.
 2443 W. 16TH STREET
 CHICAGO, IL 60608
 MIKE MURRIN
 312-421-8881
 312-421-8887
 Awarded Category 2

USER:

Office of Contracts and Procurement
125 South Clark Street 10th Floor
Chicago, IL 60603
Contact : Demetra Knowles
Phone: 773-553-3256

TERM:

The term of each agreement shall commence on November 1, 2010 and shall end 24 months thereafter
The agreements shall have two options to renew for a period of one year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate each agreement with 30 days written notice.

DESCRIPTION OF PURCHASE:

Goods: Category 1 (trash liners: clear, blue and black) and Category II (recycling containers: blue only)
Quantity: Unlimited
Unit Price: as indicated in the contracts
Total Cost Not to Exceed: \$1,500,000.00 in the aggregate

OUTCOMES:

This purchase will result in better pricing and quality products.

COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in their agreement; total not to exceed the sum of \$1,500,000.00 in aggregate for all vendors.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements
Authorize the President and Secretary to execute the agreements. Authorize CPO to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the aggregated method for M/WBE participation will be utilized. The goals for this contract are 30% total MBE and 10% total WBE participation. Aggregated compliance of the vendors in the pool will be monitored and reported on a quarterly basis.

MBE

Aztec Supply Corporation
REO Movers & Van Lines, Inc.

WBE

A.P.O.C. Sales, Incorporated
Onyx Distribution & Services LLC

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge To: Various Schools, Departments and Area Offices
Fiscal Year: 2011- 2013
Source of Funds: Various
Not to exceed \$1,500,000.00

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR3

**APPROVE ENTERING INTO AN AGREEMENT WITH VWR EDUCATION, LLC DBA SCIENCE KIT
AND FISHER SCIENCE EDUCATION FOR THE PURCHASE OF SCIENCE LABORATORY
SUPPLIES, EQUIPMENT AND FURNITURE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with VWR Education, LLC dba Science Kit and Fisher Science Education for the purchase of Science Laboratory Supplies, Equipment and Furniture at a cost not to exceed \$7,000,000.00 in the aggregate. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for these purchases are currently available for signature. No goods may be ordered or received and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 10-250033
Contract Administrator : Pamela Seanior / 773-553-2254

VENDOR:

- 1) Vendor # 45941
SCIENCE KIT & BOREAL
777 E PARK DRIVE
TONAWANDA, NY 14151
Trisha E. Henderson
800-828-7777
800-828-3299
Category A, B, And C
- 2) Vendor # 41947
FISHER SCIENTIFIC 2
4500 TURNBERRY DRIVE
HANOVER PARK, IL 60133
Jean Wojtyla
800-955-1177
800-955-4763
Category D, E And F

USER:

Office of Contracts and Procurement
125 South Clark Street 10th Floor
Chicago, IL 60603

Contact : John Loehr
Phone: 773-553-6384
Project Manager: Daniel Zimmerman
Phone: 773-553-5741

TERM:

The term of these agreements shall commence on December 1, 2010 and shall end November 30, 2012. These agreements shall have one option to renew for a period of two years.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

DESCRIPTION OF PURCHASE:

Goods: Science Laboratory Supplies, Equipment and Furniture
Unit Price: Prices indicated on Bid Tabulations Pages
Total Cost Not to Exceed: \$7,000,000.00 in aggregate

OUTCOMES:

This purchase will result in better products and better pricing for all schools.

COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in their agreements; total compensation shall not exceed the sum of \$7,000,000.00 in aggregate.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate these agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), the Per Contract and Category Goals method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a monthly basis. The M/WBE goals for this agreement are: 15% total MBE and 5% total WBE.

The following M/WBE's have been identified:

MBE

Meadows Office Supply

WBE

B & L Distributors

1st Choice Lawn

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Various schools and departments

Budget Classification: Various

Requisition number: Various

Fiscal Year: 2010 - 2012

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR4

FINAL

AMEND BOARD REPORT 10-0526-PR1

AMEND BOARD REPORT 09-1123-PR3

AMEND BOARD REPORT 09-0422-PR11

APPROVE ENTERING INTO AN AGREEMENT WITH FRANK COONEY AND LOWERY MCDONNELL COMPANY FOR THE PURCHASE OF OFFICE, CLASSROOM AND LIBRARY FURNITURE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with Frank Cooney Company and Lowery McDonnell Company for the purchase of office, classroom and library furniture for Chicago Public Schools, Department of Facilities at an aggregate cost not to exceed ~~\$13,500,000~~ **\$15,100,000**. Vendors were selected on a competitive basis pursuant to duly advertised bid solicitation (Specification No. 07-250037). Written agreements for this purchase are currently available for signature. No goods may be ordered or received and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This November 2009 amendment is necessary to (i) revise the address for Frank Cooney Company, Inc., (ii) correct the term of the agreements to reflect 28 month terms, (iii) revise the Affirmative Action section and (iv) update the financial section. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event their written amendment is not executed within 90 days of the date of this amended Board Report.

This May 2010 amendment is necessary to increase the aggregate dollar amount of the contracts by \$3,500,000 (\$3,200,000 will include additional furniture orders for new school openings, additions, renovations, turnarounds and grade expansions happening in the fall. The remaining \$300,000 will be utilized by various school units for replacement of office, classroom and library furniture. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event their written amendment is not executed within 90 days of the date of this amended Board Report.

This October 2010 amendment is necessary to increase the aggregate dollar amount of the contracts by \$1,600,000 for furniture for 2010-2011 MSAC buildings, additions, renovations, as well as various departments and schools citywide. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event their written amendment is not executed within 90 days of the date of this amended Board Report.

Specification Number : 07-250037
Contract Administrator : Martha Escareno / 773-553-2284

VENDOR:

- 1) Vendor # 22173
FRANK COONEY COMPANY INC
1226 NORTH MICHAEL DRIVE., STE C
WOOD DALE, IL 60191
Kevin P. Cooney
847-640-8800

Order Only-Office/Classroom

- 2) Vendor # 33924
LOWERY MC DONNELL COMPANY
255 MITTEL DRIVE
WOOD DALE, IL 60191
Scott Mills
630-227-1000x237

Order Only-Library

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Patricia L. Taylor
Phone: 773-553-2900

TERM:

The term of each agreement shall be for twenty-eight months and commence on May 1, 2009 and shall end August 31, 2011. The agreements shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate each agreement with 30 days written notice.

DESCRIPTION OF PURCHASE:

Goods: Office/Classroom and Library Furniture including delivery, installation, labor, assembly and cleanup.

Quantity: As needed by the Department of Facilities.

Unit Price: As indicated in the contract.

Total Cost Not to Exceed: ~~\$13,500,000~~ \$15,100,000

OUTCOMES:

Vendors' services will result in the management of the ordering, delivery and installation of all furniture to be supplied to schools.

COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in their agreement, based upon the actual items ordered; total not to exceed the sum of ~~\$13,500,000~~ \$15,100,000 in the aggregate.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements and amendments. Authorize the President and Secretary to execute the agreements and amendments. Authorize Chief Property Officer to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement are: 30% MBE participation and 7% WBE participation.

The Vendors have identified the following:

Library Furniture Total MBE - 30%

Leeway Contractors, Inc. (AA)
14806 South Drexel Ave.
Dolton, Illinois 60419
Contact: Lee Haggard

Total WBE - 7%

Shorestone Group
2715 N. Hampden, Suite 101
Chicago, Illinois 60614
Contact: Lisa Simonson

Office and Classroom Furniture Total MBE - 30%

Chicago United Industries (H)
53 West Jackson, Suite 1450
Chicago, Illinois 60604
Contact: George Loera

Total WBE - 7%

Harrison and Company
970 Oak Lawn Avenue
Elmhurst, Illinois 60126
Contact: Mary Grace Harrison

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to ~~Facilities Operations~~: \$13,200,000
Charge to Various School Units: \$300,000
~~xxxxx-4xx-xxxxx-xxxxxx-xxxxx-xxxx \$1,600,000~~

12150-499-54105-254403-000000-2009	\$2,600,000.00
12150-Xxx-54105-254403-000000-2011	\$5,000,000.00
12150-477-54105-253533-000000-2010	\$2,400,000.00
Unit-115-55010-254403-000000-2010	\$300,000.00
12150-499-54105-253533-000000-2010	\$3,200,000.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR5

**APPROVE ENTERING INTO AN AGREEMENT WITH B AND L DISTRIBUTORS, INC FOR THE
PURCHASE OF APPLIANCES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with B and L Distributors, Inc. for the purchase of mid-size food service appliances, clothes washing machines and dryers for the Department of Operations at a cost not to exceed \$100,000. Vendor was selected on a competitive basis pursuant to duly advertised Bid Solicitation (Specification No.: 09-250004). A written agreement for this purchase is currently available for signature. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 09-250004
Contract Administrator : Gilbert Rabin / 773-553-2297

VENDOR:

- 1) Vendor # 29609
B AND L DISTRIBUTORS, INC. M
P.O. BOX 295
ARGO, IL 60501
Donna Alm
773-285-2300
773-285-2321

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Patricia Taylor
Phone: 773-553-2900

TERM:

The term of this agreement shall commence on the date of execution by the Board as stated on the Bid Execution page and shall end twelve months thereafter, with the Board having one (1) option to extend the Contract for an additional one year period.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

DESCRIPTION OF PURCHASE:

Goods: Mid-sized food service appliances, clothes washing machines and dryers
Quantity: as required by Board
Unit Price: as indicated in agreement
Total Cost Not to Exceed: \$100,000

OUTCOMES:

This purchase will result in quality appliances for schools.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$100,000.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

This contract is in full compliance with the requirements of the Board's Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this agreement are: 30% total MBE participation and 7% total WBE participation.

The vendor has identified and scheduled the following firms:

Total MBE - 30%
Gerald's Service
9962 South Malta
Chicago, IL 60643
Contact: Gerald LaGrone

Community Insurance Center
526 East 87th Street
Chicago, Illinois 60619
Contact: Milton Moses

Meadows Office Supply
1208 Remington Rd.
Schaumburg, Illinois 60173
Contact: Shirley Liu

Total WBE - 70%
B & L Distributors, Inc.
7808 West College Drive, Suite 4NE
Palos Heights, Illinois 60463
Contact: Donna Alm

LSC REVIEW:
Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Facilities: \$100,000
Fiscal Year: FY10
Source of Funds: Capital Funds

12150-477-56310-253508-610000-2010 \$100,000.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR6

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH CITY OF CHICAGO'S DEPARTMENT OF FLEET MANAGEMENT FOR THE PURCHASE OF FUEL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreement with City of Chicago, Department of Fleet Management for the purchase of fuel and ancillary liquids to various Chicago Public School Departments at a cost for the option period not to exceed \$350,000. A written document exercising this option is currently being negotiated. No payment shall be made to the City during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 120 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Patricia Hernandez / 773-553-2256

VENDOR:

- 1) Vendor # 29922
CITY OF CHICAGO, DEPT OF FLEET
1685 N. THROOP
CHICAGO, IL 60622
Catalino Paycatigunan
312-744-7586

USER:

Chief Operating Officer
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Patricia L. Taylor
Phone: 773-553-2900

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 07-1024-PR2) is for a term commencing November 1, 2007 and ending October 31, 2010 with the Board having two options to renew for one year periods. The City purchases fuel through a competitive bid.

OPTION PERIOD:

The term of this agreement is being extended for one year commencing November 1, 2010 and ending October 31, 2011.

OPTION PERIODS REMAINING:

There is one option period for one year remaining.

SCOPE OF SERVICES:

Good: Fuel and ancillary liquid

Quantity: To be purchases as needed

Unit Price: the cost of unleaded and diesel fuels to the City including all applicable taxes, plus an additional per gallon charge of \$.34 cents per gallon.

Total Cost Not to Exceed: \$ 350,000

DELIVERABLES:

This purchase will result in Chicago Public Schools vehicles being supplied with fuel.

OUTCOMES:

This purchase will result in Chicago Public Schools vehicles being supplied with fuel.

COMPENSATION:

During the option period the City shall be paid monthly upon invoices; total for the option period not to exceed \$350,000.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreement. Authorize the President and Secretary to execute the renewal agreement.

AFFIRMATIVE ACTION:

Pursuant to section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts (M/WBE plan), this contract is exempt from M/WBE review because the services classify as a unique intergovernmental transaction.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Operations: \$300,000 Fiscal Year: 2011

Charge to Office of High School Program:\$50,000 Fiscal Year: 2011

11870-115-53130-252503-000000-2011	\$300,000.00
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13737-115-53405-113121-337001-2011	\$50,000.00
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CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR7

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENTS FOR ALTERNATE MODES OF STUDENT TRANSPORTATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve exercising the option to renew the agreements with various vendors to provide alternate mode vehicles student transportation services to the Department of Operations for students enrolled in various Chicago Public Schools programs (Special Education and Non-Special Education Programs) at a cost for the option period not to exceed \$1,500,000 in the aggregate. Written documents exercising these options are currently being negotiated. No payment shall be made to any Vendor during the option period prior to the execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 06-250044
Contract Administrator : Patricia Hernandez / 773-553-2256

USER:

Citywide School Transportation
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Patricia L. Taylor
Phone: 773-553-2900

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 06-1025-PR5) were for a term commencing November 1, 2006 and ending October 31, 2009, with the Board having two options to renew for one year terms. The agreements were renewed (authorized by Board Report 09-1028-PR2) for a term commencing November 1, 2009 and ending October 31, 2010. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

The term of these agreements are being extended for one year commencing November 1, 2010 and ending October 31, 2011.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendors shall continue to provide alternate mode vehicle student transportation services to and from school, and other related activities, for eligible students participating in various programs as per program guidelines. Alternate Mode vehicles are either minivans, with seating capacity of not more than ten, or taxicabs. All drivers will have an up-to-date Illinois School Bus Driver Permit. Services will be provided during the regular and summer school terms. Alternate Mode vehicles are primarily utilized to facilitate small number of students (one-to three) for who transportation service is required by Special Education and Homeless program requirements. It is estimated that 100 routes, using two types of vehicles, will be utilized during the option period. The number of routes actually required to provide services to students will vary as student needs change. The Board will make route assignments during the option period and may order the services of more or fewer routes as the needs of students and/or program change. The Board shall only be obligated for cost of routes actually operated.

DELIVERABLES:

Vendors will continue to provide alternate mode transportation services to and from school, and other related activities, for eligible student participating in various programs as per program guidelines and as provided in the above scope of services.

OUTCOMES:

Vendor's services will result in students being transported to and from school, and to and from related activities.

COMPENSATION:

Upon invoicing, Vendors shall be paid monthly during the option period in accordance with prices indicated in their respective contracts. Compensation to all Vendors during this option period shall not exceed \$1,500,000 in the aggregate.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate these option agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 6.2 of the Remedial Program for Minority and Women Business Enterprise Contract Participation in Goods and Services (M/WBE Program) using the Category Goals method for M/WBE participation will be utilized. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis. The M/WBE participation goals for this contract include: 35% total MBE and 5% total WBE.

MBE

Caravan Transportation
Falcon Transportation, Inc.
J.L. Harris Transportation

WBE

A.M. Bus Company, Inc.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Student Transportation: \$1,500,000

11940-115-54210-255004-376712-2011	\$750,000.00
11940-115-54210-255006-376712-2011	\$300,000.00
11940-115-54210-255052-000065-2011	\$300,000.00
11940-115-54210-131002-000000-2011	\$150,000.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- 1) Vendor # 35153
CARAVAN TRANSPORTATION
4155 WEST CHICAGO AVE
CHICAGO, IL 60651
Earnest L. Aldridge
773-826-8141
773-826-8144
- 2) Vendor # 24922
FALCON TRANSPORTATION, INC.
8204 GREYSTONE CT.
BURR RIDGE, IL 60527
Edward A. Peterson
773-638-8000
773-638-6947

- 3) Vendor # 23269
J.L. HARRIS TRANSPORTATION 1
1515 WEST 74TH STREET
CHICAGO, IL 60636
Johnie Harris
773-783-3690
773-783-3693
- 4) Vendor # 20287
A.M. BUS COMPANY, INC.
100 WEST 91ST STREET
CHICAGO, IL 60620
Pamela Williams
773-396-5556
773-568-3490

10-1027-PR8

**APPROVE THE AWARD OF CONSTRUCTION CONTRACTS AND APPROVE CHANGES TO
CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT
PROGRAM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the award of Capital Improvement Program construction contracts in the total amount of \$1,480,918.76 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$231,692 as listed in Appendix B of this report. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$742,146 listed in Appendix C of this report. These construction contract changes are being submitted to the Board for approval prior to processing in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment in excess of \$50,000 or 10% of the original contract amount, whichever is less, or, as provided under Section 7-5 of the Rules, are necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property or to prevent interference with school sessions.

LSC REVIEW: Local School Council approval is not applicable to this report.

AFFIRMATIVE ACTION: The General Contracting Services Agreements entered into by each of the pre-qualified general contractors and other miscellaneous construction contracts awarded outside the pre-qualified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

FINANCIAL: Expenditures involved in the Capital Improvement Program are charged to the Department of Operations, Capital Improvement Program.
Budget classification: Fund – 470, 499, 436, and 474 will be used for all Change Orders (Appendix B & C); Funding source for new contracts is so indicated on Appendix A
Funding Source: Capital Funding

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Appendix A
October 2010

REG.	SCHOOL	CONTRACTOR	WORK DESCRIPTION	CONTRACT AWARD	AWARD DATE	FISCAL YEAR	PROJECT COMPLETE	CIP BUDGET	FUND	CONTRACT #	PROJECT SCOPE AND NOTES	ANTICIPATED COMPLETE
1	Bel School	F.H. Paschen, S.N. Nielsen & Associates, LLC	JOC	\$ 355,000.00	8/24/2010	2010	\$ 388,543	\$ 352,792	477	2015372	Excavate and haul off existing asphalt playlot. Provide aggregate subgrade for gradation and storm retention. Install new artificial grass turf playlot. This project will be partially funded by a Grant (\$157,000) provided by one of the Parent and Main Money from Adamant Shuler (\$30,000)	10/6/2010
1	Pederson School	F.H. Paschen, S.N. Nielsen & Associates, LLC	JOC	\$ 12,477.00	8/30/2010	2010	\$ 14,723	\$ 14,620	477	201726	Scope of work includes: grind existing terrazo floor, Polish, provide and install acrylic seal.	9/9/2010
				<u>\$ 367,477.00</u>								
2	Howe School	Chicago Commercial Contractors, LLC	JOC	\$ 870,021.51	8/26/2010	2010	\$ 1,030,098	\$ 1,653,879	477	2016716	Demolition of the existing annex and provides the following: New turf field, ornamental fence, landscaping, sidewalk and underground drainage system for the new field	5/3/2010
				<u>\$ 870,021.51</u>								
3	IMA			\$ -								
4	Farrington Academy	Chicago Commercial Contractors, LLC	JOC	\$ 43,416.35	8/27/2010	2010	\$ 51,231	\$ 50,872	468	2017318	Per CFS directors: A. Boys bathrooms (all floors except for 1st) Base scope Remove doors (see markup for description) B. Busstop Benches Purchase and install (12) Busstop Benches (see at 10.44	9/3/2010
				<u>\$ 43,416.35</u>								
5	IMA			\$ -								
6	Melcarine Academy	K.R. Miller Contractors	MEP-Renovation	\$ 200,003.90	8/25/2010	2010	\$ 236,005	\$ 223,849	477	2016063	Disconnect and secure CHW (Chilled Water) piping and control lines to chiller, modify structural steel base as needed to support new chiller, provide new 100-ton air cooled chiller including vibration support, connect chiller to existing building control system, associated electrical work, miscellaneous roof renovations at each chiller location	9/3/2010
				<u>\$ 200,003.90</u>								
			All Work Total:	<u>\$ 1,496,918.76</u>								

REG.	SCHOOL	Affirmative Action			
		AA	H	A	WBE
1	Bell School	28	0	0	0
1	Peterson School	0	0	0	0
2	Howe School	34	0	0	14
3	N/A				
4	Farragut Academy	0	41	0	4
5	N/A				
6	Metcalfe Academy	0	0	0	0

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSOctober Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)APPENDIX B
10/14/2010

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	CORR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF TIME CON	EXTN
Annandale High School	1893516	10-0428-PRB	1	GC	Miller	18	\$22,921	\$116,259	\$2,539,000	\$2,678,180	5.46%	0
DESCRIPTION >> Furnish and install hot water recirculation piping system to service the existing toilet rooms on all floors.												
Annandale High School	1893516	10-0428-PRB	1	GC	Miller	21	\$35,931	\$116,259	\$2,539,000	\$2,691,180	5.99%	0
DESCRIPTION >> Install additional fire alarm devices in: woodshop, wrestling, library, weight room, main corridor, gear storage, boys gym, girls gym, corridor 272, room 221, service stair 6 and passage 350.												
Annandale High School	1893516	10-0428-PRB	1	GC	Miller	22	\$6,656	\$116,259	\$2,539,000	\$2,661,915	4.84%	0
DESCRIPTION EAO >> Furnish and install new access panel flush valve box												
Annandale High School	1893516	10-0428-PRB	1	GC	Miller	23	\$19,579	\$116,259	\$2,539,000	\$2,674,838	5.35%	0
DESCRIPTION >> Furnish and install glass block in pool area. Remove metal framing.												
Annandale High School	1893516	10-0428-PRB	1	GC	Miller	29	\$8,650	\$116,259	\$2,539,000	\$2,683,909	4.92%	0
DESCRIPTION EAO >> Furnish labor and material to connect emergency lighting on 3rd floor to alternate circuit.												
Brown School	1893524	10-0428-PRB	3	GC	Chicago Commercial Contractors, LLC	1021	(\$3,170)	(\$8,224)	\$1,155,497	\$1,148,063	-0.81%	0
DESCRIPTION >> Modifications to parking / play lot layout and scope.												
Chase School	1893520	10-0428-PRB	2	GC	Chicago Commercial Contractors, LLC	22	\$10,548	\$91,819	\$1,563,024	\$1,665,361	6.55%	0
DESCRIPTION EAO >> Relocate rough-in piping for classroom sink. Relocate existing speaker and motion detector.												
Chase School	1893520	10-0428-PRB	2	GC	Chicago Commercial Contractors, LLC	24	\$39,350	\$91,819	\$1,563,024	\$1,664,183	6.39%	0
DESCRIPTION >> Furnish and install additional fire alarm work per the Fire Prevention Review.												
Chase School	1893520	10-0428-PRB	2	GC	Chicago Commercial Contractors, LLC	SOW 1	\$6,302	\$91,819	\$1,563,024	\$1,661,145	6.29%	0
DESCRIPTION >> Allowance funded. Remove ACM flooring in Room 207 and 208 discovered under existing floor.												
EAO >> Allowance funded. Remove and relocate speaker lines interfacing with elevator shaft and add speakers in elevator shaft.												
Chicago Vocational High School	1893531	10-0628-PRB	6	GC	Old Veterans Construction	001	\$1,363	\$0	\$74,328	\$75,691	1.83%	0
DESCRIPTION >> Furnish and install a new sink in the janitor restroom												
Holmes School	1897686	10-0124-PR1	5	GC	Reliable & Associates Construction Co	1018	\$12,102	\$137,462	\$2,547,903	\$2,667,367	5.87%	0
DESCRIPTION >> Inspect and repair cabinet hardware at entry vestibules and restrooms.												

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSOctober Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)APPENDIX B
10/14/2010

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR & CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF TIME CON EXTN
Irving Park Middle School	1720372	09-0428-PPR10	1	GC	K.R. Miller Construction Company	10 (\$1,150)	\$34,131	\$738,000	\$770,981	4.47% 0
DESCRIPTION >> Credit for unused project allowance.										
Juanita High School	1330379	07-0725-PPR8	3	GC	Scale Construction, Inc.	148	\$25,487	\$7,405,876	\$8,109,878	9.51% 0
DESCRIPTION EAO >> Provide test and balancing of fan coil units after installation of modulating dampers.										
Lozano Branch	1194558	10-0728-PPR10	2	GC	F.H. Pritchard, S.N. Nelson & Assoc., Inc.	008	\$20,442	\$1,540,383	\$1,560,825	1.33% 0
DESCRIPTION >> Replace (26) pneumatic control valves at the classrooms.										
McAuliffe School	1818332	09-1028-PPR3	2	GC	Child Group, Inc.	009	\$633	\$370,300	\$372,867	0.69% 0
DESCRIPTION EAO >> Furnish and install two (2) emergency lights										
Morse School	1328863	07-0827-PPR6	2	GC	Miller	1078	\$17,699	\$3,467,000	\$3,797,437	9.53% 0
DESCRIPTION EAO >> Provide automatic door operators at elevator lobby doors (3 locations). Relocate existing thermostat at elevator lobby locations.										
Schurz High School	1808864	10-0428-PPR8	1	GC	Chicago Commercial Contractors, LLC	56	\$8,340	\$3,584,258	\$3,716,555	3.69% 0
DESCRIPTION >> Provide extraordinary prep in Boys Locker Room 102 due to found conditions after removal of flooring										
Total Change Orders:										\$231,832

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSOctober Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)APPENDIX C
10/14/2010

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF TIME CON EXTN
Algonquin School	1912017	10-0528-PR3	5	GC	Chicago Commercial Contractors, LLC	10	\$0.432	\$157,659	\$773,065	\$940,186	21.61%
DESCRIPTION EAO >> Coat to install an access panel to the roof											
Arundel High School	1893516	10-0428-PR8	1	GC	Miller	32	\$175,000	\$116,259	\$2,530,000	\$2,830,259	11.47%
DESCRIPTION >> Labor and material for installing a new domestic water duplex booster pump. Demolition of existing hot and cold water mains. Installation of new hot and cold water mains and connections to the existing hot and cold water branch lines.											
Carver Middle School	1908650	10-0428-PR8	6	GC	Walsh Construction Company	OW-H2	\$68,826	\$0	\$3,258,000	\$3,326,826	2.11%
DESCRIPTION >> USE ALLOWANCE. Repair and replace areas of drywall, plaster, paint, flooring and subflooring damaged by rain storms/flooding.											
Carver Middle School	1908650	10-0428-PR8	6	GC	Walsh Construction Company	OW-PT	\$152,083	\$0	\$3,258,000	\$3,410,083	4.69%
DESCRIPTION >> Patch, paint and refinish cabinetry in additional rooms specified by CPS. This includes 19 classrooms and 3 other rooms.											
Carver Primary School	1912068	10-0528-PR3	6	GC	Walsh Construction Company	009	\$9,180	\$42,359	\$444,000	\$535,539	10.85%
DESCRIPTION >> Install AC unit for IDF room											
Carver Primary School	1912068	10-0528-PR3	6	GC	Walsh Construction Company	010	\$16,361	\$42,359	\$444,000	\$542,720	12.13%
DESCRIPTION >> Install water fountain for library space at the column in lieu of the wall closest to the entry per bulletin #9											
Duane School	1885068	10-0324-PR4	6	GC	Alley Construction	MC-R08	\$63,203	\$130,810	\$4,875,000	\$5,078,012	4.18%
DESCRIPTION >> Rehabilitate damaged masonry at multiple elevations. See attached sketch SSA-7 for locations. New brick will be installed with less at 18 OC.											
Compton School	1556887	06-0722-PR6	6	GC	OU-BAR, Inc. an Illinois Corp.	27	\$18,523	\$412,793	\$2,688,000	\$3,115,316	15.08%
DESCRIPTION >> Replace return fans stations with Variable Frequency Drives to allow equipment in air volume											
Mission School	1745489	06-0722-PR6	3	GC	F.H. Paschen, S.N. Nelson & Assoc., Inc.	1032	\$9,964	\$427,307	\$1,582,000	\$2,029,301	27.47%
DESCRIPTION EAO >> Replace 3 exhaust fans											
Mission School	1745489	06-0722-PR6	3	GC	F.H. Paschen, S.N. Nelson & Assoc., Inc.	1033	\$5,512	\$427,307	\$1,582,000	\$2,024,819	27.19%
DESCRIPTION >> Replace concert able at north doors											
Mission School	1745489	06-0722-PR6	3	GC	F.H. Paschen, S.N. Nelson & Assoc., Inc.	1034	\$5,575	\$427,307	\$1,582,000	\$2,024,882	27.19%
DESCRIPTION >> Provide additional work at OEMC connection											

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSOctober Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)APPENDIX C
10/14/2010

FACILITY	CONTRACT #	Board Report	REC	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF CON	TIME EXTN
Monte School	1749331	09-0722-PR6	5	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	25	\$77,818	\$321,628	\$1,579,000	\$1,978,446	25.30%	0
DESCRIPTION >> SUMMER CRITICAL - Provide new bbs and stable damaged ACM piping and ductwork thermal insulation in the crawl space.												
Monte School	1749331	09-0722-PR6	5	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	4	\$25,726	\$321,628	\$1,579,000	\$1,926,354	22.60%	0
DESCRIPTION >> SUMMER CRITICAL: Patch & paint existing plaster walls and replace missing wood trim pieces where new windows were installed.												
Pea School	1902990	10-0506-PR3	6	GC	Miller	CO-1	\$55,262	\$37,911	\$1,514,000	\$1,607,173	6.15%	0
DESCRIPTION EAO >> Provide heavy gauge built up flooring at the hatch step elevator vestibule at stage level on 3rd floor per FASKYA, B & C EAO >> Provide finish and associated work at opening for new elevator corridor on the 1st and 2nd floors. >> Provide reinforcement for 50% rolling load for elevator shaft and cab floor. >> USE ALLOWANCE: Reinstate piping after the asbestos pipe covering was removed. >> Provide structural changes to ADA ramp design for new interior ramp per SS001 & SSK02 >> Provide one layer of 5/16" heavy board and one layer green board at restrooms on 2nd and 3rd floor. >> USE ALLOWANCE: Provide Schlage locks with Corbin Russewin cylinders to allow for the new hardware to be keyed to the existing system.												
Schurz High School	1909654	10-0408-PR8	1	GC	Chicago Commercial Contractors, LLC	55	\$51,072	\$123,948	\$3,584,256	\$3,759,278	4.80%	0
DESCRIPTION EAO >> Furnish and install motion lock wrap around plates (quantity 130) Model Dm Jc 504-CW BZ for doors where rose trim does not cover. The price includes installation on overtime.												
Total Change Orders:										\$742,146		

10-1027-PR9

APPROVE ENTERING INTO A SOFTWARE LICENSE AGREEMENT WITH COMODO GROUP**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into a software license agreement with Comodo Group for a managed private key infrastructure and SSL certificates to be used by Information & Technology Services at a cost not to exceed \$25,000.00. Software licensor was selected on a competitive basis pursuant to Board Rule 7-2. No use of the software shall begin and no payment shall be made to software Licensor prior to the execution of the written license agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Cpor Number : 10-0903-Cpor-1322

VENDOR:

- 1) Vendor # 98676
COMODO GROUP
525 WASHINGTON BLVD.
JERSEY CITY, NJ 07310
Joseph Rafferty
201-963-0004

USER:

Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603

Contact : Arshele Stevens
Phone: 773-553-1300
Project Manager: Richard Burnson
Phone: 773-553-1330

TERM:

The term of this software license agreement shall commence on the date the agreement is signed and shall end twelve months thereafter. The Board shall have two (2) options to renew this agreement for periods of twelve (12) months each.

USE OF SOFTWARE:

The software will be used to manage SSL (Secure Socket Layer) certificates utilizing Comodo's proprietary managed PKI (Private Key Infrastructure) software. The SSL certificates will be utilized to encrypt the District's web based applications including: IMPACT, ERP, remote access and others.

OUTCOMES:

The SSL certificates will ensure that sensitive data entered into or presented by the District's web based applications are secured.

LICENSE FEE:

Software Licensor shall be paid a license fee in the amount of \$25,000.00

MAINTENANCE FEE:

There is no maintenance fee.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written license agreement, including any indemnities to be provided to Licensor. Authorize the President and Secretary to execute the license agreement. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this license agreement.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is exempt from MBE/WBE review. The agreement is for the fees for a software license.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to Information & Technology Services \$25,000.00

12540-115-53306-254901-000000-2011

\$25,000.00

CFDA# : Not Applicable

GENERAL CONDITIONS.

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR10

APPROVE ENTERING INTO AN AGREEMENT WITH KC LOGISTICS DBA TEAMING SOLUTION FOR TRAINING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with KC Logistics dba Teaming Solution to provide training services to Information & Technology Services at a cost not to exceed \$125,000.00. Consultant was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Cpor Number : 10-0920-Cpor-1334

VENDOR:

- 1) Vendor # 11282
KC LOGISTICS DBA TEAMING SOLUTION
1905 WOODSTOCK ROAD
ROSWELL, GA 30075
Camelle Logan
901-569-0582

USER:

Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603

Contact : Arshele Stevens
Phone: 773-553-1300

TERM:

The term of this agreement shall commence on the date executed by the Board and shall end June 30, 2011. This agreement shall have no options to renew.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Consultant shall provide a group of highly experienced consultants to provide training services to the Board's 667 schools and 25 areas through an area/school chargeback model. Courses to be taught include, but are not limited to the IMPACT suite, CPS Dashboard, email, Internet Explorer, Safari, and the Microsoft Office suite of applications. The number of course sessions and participants per session will be determined by the schools and the areas based on their needs.

DELIVERABLES:

Consultant shall provide the following; Instructor led trainings, evaluations, technical knowledge transfer to the area/school, marketing communication, project management, and course development materials.

OUTCOMES:

Consultant's services will result in the increase in efficiencies from school and area based staff using technology as well as technology being integrated into the classroom to ultimately improve teaching and learning.

COMPENSATION:

Consultant shall be paid as follows: Training sessions with up to twelve participants or sessions that require only one trainer; Two-hour training session \$300.00, three-hour training session \$400.00 and six-hour training session \$520.00. Training sessions with more than twelve participants or sessions that require two trainers; Two-hour training session \$400.00, three-hour training session \$500.00 and six-hour training session \$650.00. Total compensation shall not exceed the sum of \$125,000.00.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, the Waiver Review Committee recommends that a partial waiver of the MBE goal as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted as the contract scope is not further divisible.

The Vendor has identified and scheduled the following:

Total WBE - 100%

KC Logistics dba Teaming Solution
1525 East 53rd Street, Suite 932
Chicago, Illinois 60615

Contact: Camelle W. Logan

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

FY11 - This will be a chargeback model: areas and schools that want to utilize these training services will transfer funds into one of the following budget lines. Information & Technology Services will in turn pay the vendor an amount not to exceed \$125,000.

12510-115-54125-221206-000000-2011

12510-124-54125-221206-000000-2011

12510-230-54125-221206-000000-2011

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR11

**APPROVE ENTERING INTO AN AGREEMENT WITH KNOW-HOW, LTD. FOR SOFTWARE
DEVELOPMENT AND MAINTENANCE SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Know-How, LTD. to provide software development and maintenance services to Information & Technology Services at a cost not to exceed \$99,000.00. Consultant was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Cpor Number : 10-0920-Cpor-1332
VENDOR:

- 1) Vendor # 29291
KNOW-HOW LTD.
8020 LOCKWOOD
SKOKIE, IL 60077
Howard Minsky
847-676-8629

USER:

Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603

Contact : Arshele Stevens
Phone: 773-553-1300

TERM:

The term of this agreement shall commence on the date signed by the Board and shall end June 30, 2011. This agreement shall have two options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Consultant will continue to provide Unisys-based application-programming support to the Board. The Consultant will continue to provide maintenance, enhancement and modifications to the following Legacy applications within the Student Information Residuals (SIR) system including, but not limited to, interfaces from/to SIR for use with student transportation, student absentee and mass out calling, and space utilization. The consultant shall document the legacy systems in preparation for re-development on another platform. The Consultant will also continue to provide knowledge transfer to the Student Information Residuals (SIR) team.

DELIVERABLES:

Consultant will provide the following deliverables: Support, maintenance and development of SIR applications using Unisys BIS for Windows, Unisys CoolICE, HTML and JavaScript; Support for the annual elementary school Space Utilization Survey in SIR; Support for the annual Student Enrollment Projection Survey in SIR; Support for the Bureau of Student Transportation (BST) to ensure proper processing of student transportation requests; Support for the CPS district Automated Phone Call process, Ad-hoc development needed to satisfy requests for legacy data and FOIA requests; Migration of legacy SIR data to SQL tables; Mentoring the SIR team in development and trouble-shooting in the Unisys BIS for Windows and CoolICE environments; The implementation of software and technical support for various departments.

OUTCOMES:

Consultant's services will result in the following: Stable SIR transportation environment containing SY11 edit rules; Manual support of BST including the resolution of student routing issues; Support of the annual Space Utilization Survey; Support of the annual Student Enrollment Projection Survey, Support for the district Out-Calling applications; Processes to extract legacy data to satisfy Central Office, FOIA and other external requests for data; SIR developers mentored on the usage of the Internet Commerce Enabler (CoolICE) feature of BIS; SIR team members cross-trained and capable of supporting the transportation, out-calling, and both annual survey applications; Application documentation to facilitate the re-development of the SIR transportation, out-calling and both annual survey functions outside of SIR Programs, and special functions requested by Central Office created/performed

COMPENSATION:

Consultant shall be paid as follows: Hourly rate of \$75.00, not to exceed the sum of \$99,000.00

REIMBURSABLE EXPENSES.

None

AUTHORIZATION.

Authorize the General Counsel to include other relevant terms and conditions in the written agreement
 Authorize the President and Secretary to execute the agreement. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include 35% MBE and 5% WBE. OBD recommends that a full waiver of the M/WBE participation goals for this contract as required by the Remedial Program be granted because it is not further divisible. To demonstrate a good faith effort, Know-How has agreed to sponsor a CPS student through the Careers and Technical Education internship program

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of Management & Budget 12610-115-54125-252206-000000 \$10,000.00 FY 11
 Charge to Office of Student Demographics 10880-115- 54125-233011-000163 \$10,000.00 FY11
 Charge to Information & Technology Services 12510-115-54125-009592-000000 \$79,000.00 FY11

12610-115-54125-252206-000000-2011	\$10,000.00
12510-115-54125-009592-000000-2011	\$79,000.00
10880-115-54125-233011-000163-2011	\$10,000.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

10-1027-PR12**APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH ORACLE USA, INC.****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION**

Approve exercising the option to renew the agreement with Oracle USA, Inc., f/k/a/ Oracle Corporation, Inc. ("Oracle" or "Vendor") to provide technical support to Information & Technology Services at a cost for the option period not to exceed \$308,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Oracle during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 89823
 ORACLE AMERICA, INC (FKA SUN
 MICROSYSTEMS, INC)
 500 ORACLE PARKWAY
 REDWOOD SHORES, CA 94065
 Reem Daly
 703-478-9000

USER

Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603

Contact : Arshele Stevens
Phone: 773-553-1300

ORIGINAL AGREEMENT:

The original master agreement (executed under Board Report 03-1022-PR17) is for a term commencing November 26, 2003 and ending November 25, 2005 ("Initial Term") with the Board having three options to renew for a one year term. Thereafter, in lieu of new agreements, the Board executed ordering documents to purchase products and services, including but not limited to, additional software program products, maintenance, and consulting services, pursuant to Board Reports 03-1119-PR11, 04-0225-PR14, 04-0225-PR15, and 05-0525-PR7. These ordering documents referenced the original master agreement. Pursuant to Board Report 06-0628-PR23, the term of the original master agreement was renewed for a period commencing November 26, 2005 and ending November 26, 2006 (the "Extension Period") with unlimited options to renew technical support for licenses under the Master Agreement and associated ordering documents, annually for one year periods. The annual technical support ordered during the Extension Period expired December 31, 2007. The technical support was thereafter extended to December 30, 2008 pursuant to Board Report 08-0326-PR7 and extended to December 30, 2010 pursuant to Board Report 08-1119-PR11 and 09-1216-PR16. The original Agreement was awarded on a non-competitive basis because the Oracle software is the only software that provides the functionality required by the Board's integrated financial systems.

OPTION PERIOD:

The term of this agreement is being extended for one year commencing December 31, 2010 and ending December 30, 2011.

OPTION PERIODS REMAINING:

There are five (5) options to renew for periods of one (1) year each.

SCOPE OF SERVICES:

Oracle shall be paid a fee of \$308,000.00, which covers software upgrades, technical support, and usage of the software licenses including, but not limited to, Oracle E-Business Suite and Oracle Peoplesoft Enterprise.

DELIVERABLES:

The maintenance support will consist of program corrections and enhancements that Oracle may develop during the term of the renewal of the original agreement as long as the Board's maintenance fee is current. In addition, during this renewal period, Oracle shall provide software licenses including, but not limited to, Oracle E-Business Suite and Oracle Peoplesoft Enterprise.

OUTCOMES:

The maintenance support for the software program products will further secure the Board's critical data.

COMPENSATION:

Consultant shall be paid during this option period in accordance with the pricing set forth in the ordering document; total compensation during the renewal term for all maintenance, support, and licenses shall not exceed \$308,000.00

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include 10% MBE and 5% WBE participation. The Office of Business Diversity recommends that Oracle be given credit for supplier diversity by adhering to CPS Business Diversity Program for Goods and Service section 7 "Non-Restrictive Affirmative Action Measures" (Programs for Public School Students) thru Oracle's commitment to implement a CPS student IT internship during FY 2011 and through its continued support of the Chicago United Negro College fund

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to Information & Technology Services

12540-230-53306-266407-000000-2011

\$308,000.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR13

**APPROVE ENTERING INTO AN AGREEMENT WITH STOUT CONSULTANTS USA INC. FOR
TECHNICAL SUPPORT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Stout Consultants USA, Inc to provide technical support services to Information & Technology Services at a cost not to exceed \$108,900.00. Consultant was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Cpor Number : 10-0920-Cpor-1331

VENDOR:

- 1) Vendor # 63163
STOUT CONSULTANTS USA, INC
2 SOUTH 435 RIVER OAKS DRIVE
WARRENVILLE, IL 60555
Rob Stout
630-836-0774

USER:

Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603

Contact : Arshela Stevens
Phone: 773-553-1300

TERM:

The term of this agreement shall commence on the date the agreement is signed by the Board and shall end June 30, 2011. This agreement shall have two options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Consultant will provide Unisys System Administrator support to the Board. Consultant will be responsible for Business Information Systems (BIS) for Windows, Enterprise Output Manager (EOM) and other software from Unisys. Consultant will be responsible for system performance monitoring, software upgrades, database recovery and on call support. Consultant shall also perform tasks as required in support of the Student Information Residuals (SIR) team including but not limited to application development and maintenance, and guidance on best practices.

DELIVERABLES:

Consultant will provide the following deliverables: Monitor system for utilization of resources and performance, including monitoring file sizes for database, master files, results and audit files, and memory size and configuration; Coordinate and monitor the BIS for Windows environment; Monitor for successful system backups; Follow recovery procedures in the event of BIS database corruption; Support UNISYS software including BIS for Windows and Enterprise Output Manager (EOM) for software issues such as aborts or bugs; Forward system dumps and work with Unisys Support for resolution. Includes off-hours on-call support; Periodic review of Unisys Problem List Entries (PLE) to prevent and/or resolve identified software issues; Install new software releases for BIS for Windows, (EOM), and all other software unique to Unisys; Support Unisys software licensing administration, understand the various components of the licensing and when the licenses have to be extended, prepare system monitoring documentation and train the SIR team in system monitoring to enable the team to provide full coverage during the consultant's vacations and sick days; Perform other technical tasks that may be assigned by CPS management.

OUTCOMES:

Consultant's services will result in the following: Stable SIR production, development and Sandbox environments; SIR developers mentored on the usage of the Internet Commerce Enabler (CoolICE) feature of BIS; Developer issues with design and development in the BIS environment resolved; Software issues discovered by CPS BIS developers resolved; Backup and restore procedures defined, implemented and documented; The SIR team members capable of full system monitoring, Programs and special functions requested by Central Office created/performed.

COMPENSATION:

Consultant shall be paid per monthly invoicing, for a total not to exceed \$108,900.00.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include: 35% total MBE and 5% total WBE. OBD recommends that a full waiver of the M/WBE participation goals for this contract as required by the Remedial Program be granted because the contract is not further divisible. The vendor has agreed to comply with CPS' Business Diversity Program for Goods & Services "Non-Restrictive Affirmative Action Measures" (Programs for Public School Students) by hiring an CPS student intern in the Department of College & Career Preparation Department Program.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Information & Technology Services \$ 108,900.00 FY11

12510-115-56105-009592-000000-2011

\$108,900.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR14

**APPROVE ENTERING INTO AN AGREEMENT WITH RIVERSIDE PUBLISHING FOR THE
PURCHASE OF TEST MATERIALS AND RELATED SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Riverside Publishing for the purchase of selective enrollment test materials and related services for the Office of Academic Enhancement at a cost not to exceed \$201,000. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR:

- 1) Vendor # 12017
RIVERSIDE PUBLISHING CO 1
3800 GOLF RD., STE 100
ROLLING MEADOWS, IL 60008
Catherine Lawrence
630-309-3644

USER:

Academic Enhancement
125 S Clark St - 4th Floor
Chicago, IL 60603

Contact : Lea Lewis
Phone: 773-553-2551

TERM:

The term of this agreement shall commence on the date the agreement is signed by the Board and shall end June 30, 2011. This agreement shall have four options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

DESCRIPTION OF PURCHASE:

Vendor shall deliver assessment materials for Selective Enrollment Elementary Schools (SEES) (grades Pre-K-7) and Selective Enrollment High Schools (SEHS) (grade 8), and score SEES assessments (grades K-7). Delivery includes test books for SEES, customized test books with consecutive numbering for SEHS, answer sheets, custom reporting services, and pre-ID labels (K-3).

Quantities: As ordered.

Unit Price: As specified in contract.

Total Cost Not to Exceed: \$201,000

OUTCOMES:

This purchase will result in identifying students for selective enrollment elementary programs and selective enrollment high schools.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; total compensation shall not exceed the sum of \$201,000.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Officer of Academic Enhancement to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement include: 15% total MBE and 5% total WBE participation. However, the Waiver Review Committee recommends a waiver of the goals, as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted because the contract is not further divisible. This agreement is for the purchase of authorized testing materials for which Riverside Publishing is a sole source provider.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of Academic Enhancement: \$201,000.00
 Fiscal Year: 2011
 Source of Funds: General Education Funds, Fund 115
 Requisition Number: TBD

10880-115-54125-223012-000112-2011 \$65,281.40

10885-115-54125-221013-376611-2011 \$135,718.60

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR15

**APPROVE PAYMENT TO KONICA MINOLTA BUSINESS SOLUTIONS, INC.
 FOR THE PURCHASE OF DIGITAL COPIER
 (TEAM ENGLEWOOD COMMUNITY ACADEMY)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Konica Minolta Business Solutions, Inc for the purchase of BIZHUB 601 Digital Copier for Team Englewood Community Academy in the amount of \$13,450. This purchase was ordered without prior Board approval and all goods have been received. Vendor was selected on a non-competitive basis due to the school's previous business with the vendor.

VENDOR: Konica Minolta Business Solutions, Inc.
 500 West Madison, STE 550
 Chicago, Illinois 60661
 Vendor #: 22594

USER: Team Englewood Community Academy
 6201 South Stewart Avenue
 Peggy A. Korellis-Byrd, Principal
 Jacqueline E. Campbell, Business Manager
 (773) 535-3530

DESCRIPTION OF PURCHASE:

Goods: New BIZHUB 601 Digital Copier Includes 50 Sheet Stapler Sorter with Large Capacity Drawer
 Quantity: One
 Unit Price: \$13,450.00
 Total Cost: \$13,450.00

AFFIRMATIVE ACTION: A review of Minority and Women Business Enterprise participation was precluded due to complete contract performance

LSC REVIEW: Not applicable.

FINANCIAL: Charge to Team Englewood \$13,450.00 Fiscal Year 2010
 Budget Classification 49161-336-55005-221005-542140
 Source of Funds: Title V

10-1027-PR16

**AMEND BOARD REPORT 10-0825-PR13
APPROVE ENTERING INTO AGREEMENTS WITH ISBE-APPROVED SUPPLEMENTAL
EDUCATIONAL SERVICE PROVIDERS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various educational and instructional providers to provide Supplemental Educational Services (SES) to students attending NCLB-eligible schools at an aggregate cost not to exceed \$50,000,000 \$54,120,933. Providers were identified on the Approved List of Supplemental Educational Service Providers for the 2010-2011 School Year issued by the Illinois State Board of Education as required under the No Child Left Behind Act. Written master agreements for each Provider's services are currently being negotiated. No services shall be rendered by any Provider and no payment shall be made to any Provider prior to the execution of such Provider's written master agreement. Information pertinent to these agreements is stated below.

This board report is being amended to add 17 additional ISBE approved providers (#65) 1 to 1 Tutor LLC (#66) Accuracy Temporary Services dba ATS Project Success (#67) Achieve Tutoring LLC (#68) Applied Scholastics International (#69) College Nannies and Tutors (#70) Cool Kids Learn, Inc. (#71) Educational Empowerment Foundation, Inc. (#72) Education Masters Illinois (#73) Growing Scholars Educational Center (#74) Innovadia (#75) JAKO, LLC (#76) KCI Enterprises, Inc. (#77) Learning4Today Co. (#78) Learn it Systems, LLC (#79) Midwest Educational Resources LLC (#80) Superior Chicago Tutoring (#81) Unity Parenting and Counseling, Inc. and to increase the aggregate cost to \$54,120,933. Written master agreements for the 17 additional ISBE approved provider's services are currently being negotiated. No services shall be rendered by the 17 additional ISBE approved providers and no payment shall be made to 17 additional ISBE approved providers prior to the execution of their written master agreement. The authority granted herein shall automatically rescind as to each of the 17 additional ISBE approved providers in the event that their written master agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

USER:

Office of Extended Learning Opportunities
125 S Clark
Chicago, IL 60603

Contact : Paige Ponder
Phone: 773-553-2078
Project Manager: Erick Dorris
Phone: 773-553-2639

TERM:

The term of each agreement shall commence on the date that the agreement is signed and shall end June 30, 2011.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate each agreement with 30 days written notice.

SCOPE OF SERVICES:

Supplemental Educational Services (SES) are a component of Title I of the Elementary and Secondary Education Act (ESEA) as reauthorized by the No Child Left Behind Act (NCLB) that provides additional academic instruction outside of the regular school-day to increase the academic achievement of students in low-performing schools. These services may include academic assistance such as tutoring, remediation and other educational interventions. SES must be consistent with the content and instruction of Chicago Public Schools and aligned with the Illinois State Board of Education's academic content standards. Providers will furnish SES in mathematics, reading and science, based on the scope of services developed and approved by the Illinois State Board of Education. Providers will provide tutoring and other high-quality academic enrichment services during non-school hours.

DELIVERABLES:

Deliverables will vary for each Provider. The Office of Extended Learning Opportunities will monitor receipt of the deliverables. Deliverables that are common to all of the Providers are:

- 1) A supplemental support program in reading, mathematics and/or science selected by parents.
- 2) Individualized or small group instruction through tutoring and other high quality academic enrichment services and instruction materials.
- 3) Assessment and feedback to schools and parents regarding progress of their children.

Parents of students who are eligible under the No Child Left Behind Act shall have the right to select any one of the Providers or the Chicago Public Schools to provide supplemental services to their child and notify the Office of Extended Learning Opportunities of such selection. In the event parental requests for services exceed available resources, parent selections will be prioritized in accordance with NCLB guidelines. Students to be served shall include students in the general population, students currently receiving specialized services, and English language learners who need additional support in order to be successful. All services will be rendered in accordance with the guidelines that the United States Department of Education and the Illinois State Board Education have established.

OUTCOMES:

Providers' services will result in improved overall academic performance and increased achievement on standardized tests, improved student confidence and positive attitude through self-paced progress and achievement.

COMPENSATION:

Providers will be compensated on a cost per hour per student basis as identified in their respective agreements and based on invoices with supporting documentation validated at the school level. The total compensation payable to all Providers shall not exceed the aggregate amount of ~~\$50,000,000~~ \$54,120,933.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Director of Extended Learning Opportunities to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2.3 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Plan), tuition-based programs and payments to other educational institutions are exempt from MBE/WBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Source of Funds: No Child Left Behind (NCLB)

<u>11390-332-54125-290020-430114-2011</u>	<u>\$54,120,933.00</u>
11375-332-54125-290020-430114-2011	\$50,000,000.00

CFDA# : 84.010A

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- | | |
|--|---|
| <p>1) Vendor # 13127
A PLUS EDUCATION CENTERS
515 S. HOUGH ST.
BARRINGTON, IL 60010
Anthony Baldassano
847-991-0859</p> | <p>7) Vendor # 46955
ASPIRA INC. OF ILLINOIS
2415 N MILWAUKEE AVENUE
CHICAGO, IL 60647
Luis Flores
773-252-0970</p> |
| <p>2) Vendor # 12863
A+ TUTORING SERVICE, LTD.
7650 CURRELL BLVD. STE 250
WOODBURY, MN 55125
Bonnie Vandervogte
651-738-0149</p> | <p>8) Vendor # 44771
ASSOCIATION HOUSE OF CHICAGO 1
1116 NORTH KEDZIE AVE
CHICAGO, IL 60651
Harriet Sadauskas
773-772-7170X2260</p> |
| <p>3) Vendor # 63180
ADELANTE EDUCATIONAL SERVICES,
LLC
22601 SUMMERFIELD
MISSION VIEJO, CA 92692
Glen Hatton
949-291-0481</p> | <p>9) Vendor # 63183
Academic Advantage, The
P.O. BOX 882045
LOS ANGELES, CA 90009
Fred Andreasson
866-788-8677</p> |
| <p>4) Vendor # 30001
AFRICAN AMERICAN IMAGES, INC
P.O. BOX 1799
CHICAGO HEIGHTS, IL 60412
Jakawnza Kunjufu
708-672-4909</p> | <p>10) Vendor # 12497
BABBAGE NET SCHOOL
5940 WEST TOUHY AVE, STE 200
NILES, IL 60714
Kabir Kassam
631-642-2029</p> |
| <p>5) Vendor # 63184
ALL CHILDREN CAN LEARN, INC
4748 SOUTH WOODLAWN AVE., #2E
CHICAGO, IL 60615
Kimberly Jefferson
773-988-8075</p> | <p>11) Vendor # 36033
BLACK STAR PROJECT, THE
3509 S. KING DRIVE., STE 2B
CHICAGO, IL 60653
Phillip Jackson
773-285-9600</p> |
| <p>6) Vendor # 33506
ALTERNATIVES UNLIMITED, INC.
3670 NORTH RANCHO DR., STE 101
LAS VEGAS, NV 89130
Lisa Platt
702-656-3437</p> | <p>12) Vendor # 10200
BOARD OF EDUCATION OF THE CITY
125 SOUTH CLARK STREET
CHICAGO, IL 60603
Denis Belkofer
773-553-3274</p> |

- | | |
|---|---|
| <p>13) Vendor # 66021
BRAIN HURRICANE, LLC
1 EAST ERIE ST., #480
CHICAGO, IL 60611
Andrew Howard
312-527-0853</p> | <p>19) Vendor # 91588
CENTER OF HIGHER DEVELOPMENT
P.O. BOX 490947
CHICAGO, IL 60649
Qiana Gillespie
312-749-8992</p> |
| <p>14) Vendor # 38684
BRAIN FUSE, INC
271 MADISON AVENUE, 3RD FLOOR
NEW YORK, NY 10016
Jack Rothstein
212-481-4870</p> | <p>20) Vendor # 14964
CENTRAL STATES SER
3948 W 26TH ST., STE. 213
CHICAGO, IL 60623
Ariel Nieves
773-542-9030</p> |
| <p>15) Vendor # 85081
BREAKTHROUGH URBAN MINISTRIES
INC
P.O. BOX 47200
CHICAGO, IL 60647
Marcie Curry
773-722-1144</p> | <p>21) Vendor # 91303
CHESS ACADEMY LLC DBA HO MATH
AND CHESS OF ILLINOIS
5825 WEST PATTERSON AVE.
CHICAGO, IL 60634
John Buky
773-414-2967</p> |
| <p>16) Vendor # 42462
BRILLIANCE ACADEMY OF MATH AND
ENGLISH
5940 WEST TOUHY., STE 200
NILES, IL 60714
Kabir Kassam
877-959-7464</p> | <p>22) Vendor # 25624
CHILDREN'S HOME & AID SOCIETY OF
ILLINOIS
125 S WACKER DR., 14TH FLOOR
CHICAGO, IL 60606
Houri Gueyikian
312-424-6861</p> |
| <p>17) Vendor # 23525
CAMBRIDGE EDUCATIONAL SERVICES
2720 RIVER ROAD, SUITE 36
DES PLAINES, IL 60018
Jim Giovanni
847-299-2930</p> | <p>23) Vendor # 42465
CLUB Z! IN-HOME TUTORING SERVICES,
INC
15310 AMBERLY DRIVE., STE 185
TAMPA, FL 33647
Carolyn Walden
800-434-2582</p> |
| <p>18) Vendor # 96618
CARTER, REDDY & ASSOCIATES, INC
24123 GREENFIELD RD. STE 307
SOUTHFIELD, MI 48075
Jethella Nolan
866-903-7323</p> | <p>24) Vendor # 81399
COMP ED II Inc
1226 SOUTH BLUE ISLAND AVENUE
CHICAGO, IL 60608
Byung-In Seo
773-972-3052</p> |

- | | |
|---|--|
| <p>25) Vendor # 37013
D.K.Y. DEVELOPERS
19912 EVERETT LANE
MOKENA, IL 60448
Dorothy Appiah
708-479-3701</p> | <p>31) Vendor # 63123
EMPOWERMENT LEARNING SERVICES
LLC
5105 EAST SAHARA AVE., STE 144
LAS VEGAS, NV 89142
Sue Goodman
313-732-7332</p> |
| <p>26) Vendor # 68924
EDISONLEARNING, INC
485 LEXINGTON AVENUE 2ND FL
NEW YORK, NY 10017
Traci Koon
773-531-7792</p> | <p>32) Vendor # 48825
FAILURE FREE READING
140 CABARRUS AVE WEST
CONCORD, NC 28025
Joseph Lockavitch
704-786-7838</p> |
| <p>27) Vendor # 76718
EDUCATE ONLINE
1001 FLEET STREET
BALTIMORE, MD 21202
Joe Poling
410-843-2642</p> | <p>33) Vendor # 63186
GRADE RESULTS, INC
1316 NEWPORT DRIVE
CARROLLTON, TX 75006
Suzanne McElyea
800-928-5570</p> |
| <p>28) Vendor # 76361
EDUCATIONAL ESSENTIALS DBA
CHANNEY JOHNSON
6803 S. MICHIGAN AVE.
CHICAGO, IL 60637
Channey Johnson
404-808-9710</p> | <p>34) Vendor # 25233
HUNTINGTON LEARNING CENTERS, INC
496 KINDERKAMACK RD.
ORADELL, NJ 07649
Ariana Junco
201-261-8400X513</p> |
| <p>29) Vendor # 85085
EDUCATIONAL RESOURCES, LTD.
12531 LUCILLE LANE
PALOS PARK, IL 60464
Beth Brodecki
708-226-0422</p> | <p>35) Vendor # 91055
INNOVATIVE EDUCATIONAL PROGRAMS
DBA LEARNING ALLIANCES
287 CHILDS RD.
BASKING RIDGE, NJ 07920
Gerry Galderisi
908-630-9600</p> |
| <p>30) Vendor # 41806
EDUCATIONAL SPECIALTIES, INC M
9923 - 27 S. WOOD
CHICAGO, IL 60643
Eugene Scruggs
773-445-1000</p> | <p>36) Vendor # 97937
LITERACY FOR ALL, INC
22223 WEST WHITE PINE RD.
KILDEER, IL 60047
Jeannie Gallo
847-438-0395</p> |

- | | |
|---|--|
| <p>37) Vendor # 63152
 ILEARNED ONLINE, LLC
 4153 MONARCH AVENUE
 CANTON, MI 48188
 Shirin Khan
 734-786-3003</p> | <p>43) Vendor # 91415
 ORION'S MIND LLC
 1452 WEST WILLOW AVE
 CHICAGO, IL 60642
 Adam Pans
 773-969-4623</p> |
| <p>38) Vendor # 12816
 KNOWLEDGE POINTS (BIG SHOULDERS
 LEARNING, INC.
 924 W MONTANA
 CHICAGO, IL 60614
 Tom Koleno
 773-306-8665</p> | <p>44) Vendor # 63373
 PLATFORM LEARNING, LLC
 2328 EAST FAIRMONT AVE
 BALTIMORE, MD 21224
 Ramon Dourado
 312-637-9320</p> |
| <p>39) Vendor # 85052
 MAINSTREAM DEVELOPMENT
 EDUCATIONAL GROUP
 4680 WEST BRADLEY RD., STE 203
 BROWN DEER, WI 53223
 Ralph Beverly
 414-371-9724</p> | <p>45) Vendor # 20824
 PROGRESSIVE LEARNING
 2525 MICHIGAN AVE., BLDG G8 UNIT 6
 SANTA MONICA, CA 90404
 Ralph Fagan
 310-315-1440</p> |
| <p>40) Vendor # 79763
 KRE & ASSOCIATES, INC DBA AHEAD OF
 THE CLASS SERVICES
 430 SOUTH LAKE
 GARY, IN 46403
 Kenneth Edwards
 219-938-6739</p> | <p>46) Vendor # 33513
 REACH FOR TOMORROW
 13888 LEWIS MILL WAY
 CHANTILLY, VA 20151
 Peter Underwood
 703-818-1425</p> |
| <p>41) Vendor # 21313
 NELCORP, INC.
 342 AMBLESIDE DRIVE
 ROSELLE, IL 60172
 Sandra Nelson
 773-388-1010</p> | <p>47) Vendor # 96617
 RISDON ENTERPRISES LLC DBA
 HUNTINGTON LEARNING CENTER
 3735 PARADOR DR.
 NAPERVILLE, IL 60564
 Carter Risdon
 630-551-4145</p> |
| <p>42) Vendor # 46666
 NON-PUBLIC EDUCATIONAL SERVICES,
 INC
 27 CONGRESS STREET., STE 310
 SALEM, MA 01970
 Rob Crosby
 978-741-7161</p> | <p>48) Vendor # 79770
 ROCKET LEARNING PARTNERS, LLC
 1048 WEST 37TH STREET., STE 303
 CHICAGO, IL 60609
 Matthew Fields
 786-228-7756</p> |

- | | |
|--|--|
| <p>49) Vendor # 88850
SCHOOL SERVICE SYSTEMS
1011 S. LEWIS AVE.
LOMBARD, IL 60148
Rob Lee
618-224-7970</p> | <p>55) Vendor # 36703
CHICAGO KIDS TEK, INC. D/B/A/
COMPUTER TOTS/COMPUTER
EXPLORERS
P.O. BOX 535
FLOSSMOOR, IL 60422
Tandy Green
708-957-5412</p> |
| <p>50) Vendor # 63256
ACADEMIC SOLUTIONS
235 WEST VAN BUREN ST., STE 1502
CHICAGO, IL 60607
Jermaine Young
773-469-1943</p> | <p>56) Vendor # 97955
IMAGINE LEARNING
191 RIVER DRIVE.
PROVO, UT 84604
Emily Bybee
866-377-5071</p> |
| <p>51) Vendor # 96620
SES OF ILLINOIS INC
760 NORTH FRONTAGE RD., STE 102 +
103
WILLOWBROOK, IL 60527
Mark Fieblg
630-675-8711</p> | <p>57) Vendor # 63185
THINKING SMARTER, INC. SYLVAN & ACE
IT! SOUTH SIDE
17936 SOUTH HALSTED
HOMEWOOD, IL 60430
Kelly Shereyk
708-798-0238</p> |
| <p>52) Vendor # 91707
SMART KIDS, INC
556 WEST 31ST STREET
CHICAGO, IL 60616
Dan Gonzalez
312-225-3838</p> | <p>58) Vendor # 63216
L.E.A.P.S LEARNING
1800 HARTMANN DRIVE
SCHAUMBURG, IL 60193
Eric Howard
888-549-9990</p> |
| <p>53) Vendor # 63217
AK LEARNING SOLUTION, INC DBA
SYLVAN LEARNING CENTER
6183 NORTH LINCOLN AVENUE
CHICAGO, IL 60659
Dawn Rendell
219-322-6909</p> | <p>59) Vendor # 42485
TRAIN UP A CHILD/ THE HOMEWORK
MASTERY CENTER
12508 PAYTON
DETROIT, MI 48224
Ruth Lawton
313-372-3861</p> |
| <p>54) Vendor # 76712
SPANISH LEARNING CENTER, INC
4047 WEST 58TH STREET
CHICAGO, IL 60629
Paola Ferguson
866-893-5501</p> | <p>60) Vendor # 95149
SCHOLARS FOR THE 21ST CENTURY,
LLC
3124 WEST 141ST STREET
BLUE ISLAND, IL 60406
Yvonne Burks
708-275-7005</p> |

- 61) Vendor # 68385
SPC CONSULTING, LLC
737 NORTH MICHIGAN AVE., STE 1925
CHICAGO, IL 60611
Nely Bergsma
312-306-9996
- 62) Vendor # 76707
TUTORIAL SERVICES, INC
166 SOUTH INDUSTRIAL DRIVE.
SALINE, MI 48176
Thomas Allor
313-292-2076
- 63) Vendor # 36928
UNPARALLELED SOLUTIONS, INC
8136 OLD MILL RD.
FRANKFORT, IL 60423
Venetia Clark
708-642-8170
- 64) Vendor # 68621
WAC SCHOLAR PROGRAM / C+T
AFTERSCHOOL + TUTORING
15525 SOUTH PARK., STE 1038
SOUTH HOLLAND, IL 60473
Lynna Tyler
708-331-3313
- 65) Vendor # 697891 TO 1 TUTOR, LLC2300
VALLEY VIEW LANE., STE 623IRVING, TX
75062Ray Naravan866-993-2263
Vendor # 91718ACCURACY TEMPORARY
SERVICES, INC DBA ATS PROJECT
SUCCESS20674 HALL RD.CLINTON
TOWNSHIP, MI 48038Renee Weaver-Wright
586-465-9474
Vendor # 69793ACHIEVE TUTORING, LLC
7735 ORA COURTGREENBELT, MD 20770
Demond W. Moy301-982-3355
Vendor # 97956APPLIED SCHOLASTIC
INTERNATIONAL11755 RIVERVIEW DRIVE
ST. LOUIS, MO 63138Mary Cockburn
314-355-6355
Vendor # 69747COLLEGE NANNIES +
TUTORSCLE ENTERPRISES, LLC3090
NORTH LAKE TER.GLENVIEW, IL 60026
Laura Horwitz847-998-5657
- 70) Vendor # 69748COOL KIDS LEARN, INC
7975 NW 154TH STREET., STE 350MIAMI
LAKES, FL 33016Clifford Brazier
800-959-0255
Vendor # 69742EDUCATION
EMPOWERMENT FOUNDATION, INC
15800 NW 42ND AVE., STE 105MIAMI
GARDENS, FL 33054Bobby Robinson
561-307-3775
Vendor # 69723EDUCATION MASTERS
ILLINOIS500 LAKE COOK RD., STE 350
DEERFIELD, IL 60015Miriam Standish
877-505-3636
Vendor # 69791GROWING SCHOLARS
EDUCATIONAL CENTER2061 W HWY 50
FAIRVIEW HEIGHTS, IL 62208AnetInse
Jones618-628-4769
Vendor # 69790INNOVADIA20920
COMMUNITY STREET., UNIT 8CANAGO
PARK, CA 91304Amit Janweja818-310-5677
Vendor # 69750JAKD, LLC12224 SOUTH
HARLEM AVE.PALOS HEIGHTS, IL 60463
Jim Crowin708-361-4065
Vendor # 69743KCI ENTERPRISES, INC
347 COVINGTONWATERLOO, IL 62298
Stephanie Morgan314-721-6222
Vendor # 69745LEARNING4 TODAY CO.
6520 BASELINE RD.LITTLE ROCK, AR
72209Beverlyn Hunter501-661-9291
Vendor # 69744LEARN-IT SYSTEMS, LLC
2201 OLD COURT RD.BALTIMORE, MD
21208Raquel Whiting410-369-0000
Vendor # 69746MIDWEST EDUCATIONAL
RESOURCES, LLC3735 PARADOR DRIVE
NAPERVILLE, IL 60564Carter Risdon
773-425-8102
Vendor # 69749SUPERIOR CHICAGO
TUTORING778 FRONTAGE RD., STE 107
NORTHFIELD, IL 60093Nancy Kellman
847-501-3361
Vendor # 36646UNITY PARENTING &
COUNSELING, INC.600 WEST CERMAK
RD, STE #300CHICAGO, IL 60616Flora
Koppel312-455-0007

10-1027-PR17

AMEND BOARD REPORT 10-0127-PR17
APPROVE ENTERING INTO AN AGREEMENTS WITH GREAT-WEST AND ANNUITY INSURANCE
COMPANY AND WELLS FARGO BANK N.A. FOR DEFINED CONTRIBUTION RETIREMENT
SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an the agreements with Great-West Life & Annuity Insurance Company (Great-West) for defined contribution retirement services and Wells Fargo Bank, N.A. (Wells Fargo) for trust and custodian services at no cost to the Board. Consultant was selected on a competitive basis pursuant to Board Rule 5-4.1. A Written agreements for Vendors' services is are currently being negotiated. No services shall be provided by Vendors and no payment shall be made to Vendors prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 120 days of the date of this amended Board Report. Information pertinent to this these agreements is stated below.

This October 2010 amended Board report is necessary to add the name and information regarding Wells Fargo Bank, N.A., which will provide trust and custodian services.

Specification Number : 08-250028
 Contract Administrator : Pamela Seanior / 773-553-2254
VENDOR:

- 1) Vendor # 69802
 GREAT-WEST LIFE & ANNUITY
 INSURANCE COMPANY
 8515 EAST ORCHARD RD.
 GREENWOOD VILLAGE, CO 80111
 Greg Hodges
 801-296-6182
- 2) Vendor # 10530WELLS FARGO230 WEST
MONROE ST., STE 2900CHICAGO, IL
60606Ardea L. Stellish303-863-4624

USER:

Office of Human Resources - Operations
 125 S Clark St - 2nd Floor
 Chicago, IL 60603

Contact : Dale Moyer
 Phone: 773-553-2818

TERM:

The term of this each agreement shall commence as of the date the agreement is fully executed and shall end on December 31, 2013 three years thereafter. The Board shall have two options to renew this each agreement for periods of one year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this each agreement with 30 days written notice.

SCOPE OF SERVICES:

Vendors shall provide comprehensive defined contribution retirement services regarding the Board sponsored 403(b) and 457 plans which include:
 Defined contribution retirement plan recordkeeping and administrative services

Participant communication
 Participant education
 Participant services
 Access to website and website services
Trust and custodian services

DELIVERABLES: Great-West Vendor shall provide periodic reports related to the programs activities, including enrollment, vendor performance, investment performance, participant education and participant services. Great-West Vendor shall develop communication materials, conduct education seminars and provide training materials for Chicago Public Schools and Board of Education Employees. Wells Fargo shall provide trustee and custodian services.

OUTCOMES:

Vendors services shall result in a program that provides quality retirement plan administrative services and participant education and a quality platform for offering investments for the Board sponsored 403(b) and 457 defined contribution retirement plans.

COMPENSATION:

Vendors shall be paid through charges to the accounts of plan participants, with no cost to the Board. Cost and fee structures shall be guaranteed for the terms of the renewal option periods

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Human Resources ~~Capital~~ Officer to execute all ancillary documents required to administer or effectuate ~~these~~ agreements.

AFFIRMATIVE ACTION:

Not applicable.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Providers shall be paid through voluntary deductions from participating Board and Chicago Public Schools employees, with no cost to the Board.

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR18

APPROVE EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENT WITH NATIONAL INSTITUTE FOR EXCELLENCE IN TEACHING

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve exercising the final option to renew the agreement with National Institute for Excellence in Teaching (NIET) to provide technical assistance and support services to the Office of Human Capital at a cost for the option period not to exceed \$200,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 95569
NATIONAL INSTITUTE FOR EXCELLENCE
IN TEACHING
1250 FOURTH STREET
SANTA MONICA, CA 90401
Tami Schiff
310-570-4860

USER

CW Office of Human Resources - Operations
125 S Clark St - 2nd Floor
Chicago, IL 60603

Contact : Victoria Van-Nyuyen
Phone: 773-553-1084

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 07-1024-PR24) in the amount of \$150,000.00 was for a term commencing November 1, 2007 and ending October 31, 2008, with the Board having three (3) options to renew for periods of twelve (12) months each. The agreement was renewed (authorized by Board Report 08-0827-PR33 as amended by 08-1119-PR14) for a term commencing November 1, 2008 and ending October 31, 2009. The agreement was further renewed (authorized by Board Report 09-1028-PR16) for a term commencing November 1, 2009 and ending October 31, 2010. Consultant was selected on a non-competitive basis because the Consultant's school reform model, the Teacher Advancement Program (TAP), is the foundation of the Recognizing Excellence in Academic Leadership (REAL) Program.

OPTION PERIOD:

The term of this agreement is being extended for one year commencing November 1, 2010 and ending June 30, 2011.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Consultant will continue to provide the following services:

Technical assistance and support in developing the process and procedures for effective implementation of the REAL program and TAP Model in 40 high-needs CPS schools.

Program development to provide information about TAP implementation to prospective and new schools and CPS leadership.

Formal training in CORE I and II for the School Leadership Teams of the new schools, primarily held during the summer and also includes conference registration fees for the national training conference sponsored by NIET.

Ongoing support and training for the School Leadership Teams, REAL program staff, and CPS leadership throughout the school year to ensure effective implementation of the TAP model.

Program review services to assess the implementation of TAP at the school sites and to provide a formal report on the status of implementation based on the TAP standards.

DELIVERABLES:

Consultant will continue to deliver the following:

All written, electronic, and video training materials for all training modules.

Schedule of monthly training and support visits.

Schedule of Program development visits.

Schedule of Program review visits.

Electronic copies of all presentations.

Formal report on the status of implementation at each school site including specific recommendations and suggestions for improvement.

Technical support, coaching and feedback to the REAL Program staff

OUTCOMES:

Consultant's services will continue to result in the successful implementation by the REAL Program staff and school Leadership Teams of the TAP Model as described in the Teacher Incentive Fund grant proposal.

COMPENSATION:

Consultant shall be paid a negotiated rate for services as detailed in the written renewal agreement with total compensation for the option period not to exceed \$200,000.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Acting Deputy CEO for Human Capital to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include 25% total MBE and 5% total WBE. However, pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Department of Human Resources: \$200,000 00 Fiscal Year: 2011

11070-324-54105-221245-542126-2011

\$200,000 00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR19

APPROVE ENTERING INTO AN AGREEMENT WITH THE NEW TEACHER CENTER FOR NEW PRINCIPAL AND TEACHER INDUCTION AND SUPPORT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve entering into an agreement with the New Teacher Center (NTC) to provide induction and support services to the Office of Human Resources for new CPS principals and teachers at a total cost not to exceed \$1,500,000. Consultant was selected on a non-competitive and approved by the Non-Competitive Procurement Review Committee basis due to the unique funding agreement between several private funders in support of this partnership and the unique qualifications of the Consultant. A written agreement for the Consultant's services is currently being negotiated. No services shall be provided by and no payment shall be made to Consultant prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below

Consultant has proven leadership development and induction expertise that is aligned with the District's theory of action, performance management systems and strategic goals. Since 2001, NTC has provided training and coaching for more than 8000 school leaders across the country in 19 states and Canada. Consultant began the partnership with the Chicago Public Schools in 2006 when they received ISBE grant funds for new teacher induction. 100% of this work is supported by federal and state grants earmarked specifically to support the success of CPS teachers and principals. Initial design work for a comprehensive principal induction program has been funded to date directly to the New Teacher Center by the Pritzker-Traubert Family Foundation and the Wallace Foundation. The funding of this Board Report will provide for the partial implementation of this comprehensive program.

VENDOR:

- 1) Vendor # 97832
NEW TEACHER CENTER-NTC
725 FRONT STREET, STE 400
SANTA CRUZ, CA 95060
Scott Ellis
831-459-5815

USER:

Office of Human Resources - Operations
125 S Clark St - 2nd Floor
Chicago, IL 60603

Contact : Monica Santana Rosen
Phone: 773-553-1076
Unit 2: Office Of Human Resources - Operations
Contact 2 Name: Meghan Zefran
Phone : 773-553-1256

TERM:

The term of this agreement shall commence upon execution and shall end June 30, 2011. This agreement shall have three options to renew for periods of twelve months each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice

SCOPE OF SERVICES:

Consultant will manage a new principal and a new teacher induction program that would consist of three strategic elements:

New Principals Academy - a series of professional development sessions intended to position new principals for success during the first year of their principalship.

Coaching - one-on-one executive coaching for new principals focused on each principal's individual development plan, which will be developed in partnership with the Principal, CAO and Coach.
One-on-one coaching for participating first and second year teachers, which will utilize NTCs Formative Assessment System (FAS).

Professional Learning Community - a true network of peers to enable new principals and new teachers to engage with each other to share best practices and work together to solve challenges faced during the critical early years of the principalship and their teaching career.

DELIVERABLES:

Consultant will manage the continuous design and implementation of the New Principal Induction program and provide intensive induction support for participating new teachers in CPS to include the following:

Consultative services on the assessment redesign and launch of principal induction services to support principal's success in the principal competencies.

Design the three components of the New Principal Induction program (training, coaching and professional learning community).

Hire, train, and deploy induction coaches to provide one-on-one, face-to-face support for new principals and participating new teachers.

Design and host professional learning community sessions targeted for new principals and teachers

Manage program data, personnel, and communications in partnership with CPS.

Key Activities:

Meet the ISBE New Principal Mentoring requirements and the ISBE Illinois Induction Program Standards.

Continue research and make recommendations on the strategic design of a new principal induction program for the 2010-2011 school year

Facilitate focus groups with principal, CAO's and other stakeholders to confirm program elements and alignment with district priorities

Identify best-in-class providers of principal leadership development to facilitate training activities in line with district priorities

Facilitate a Design Team to coordinate ongoing program improvement and collaboration of the induction programs

Hire, staff, and manage full-time induction coaches and develop a system to manage their performance

Provide induction coaches to regularly meet with participating new teachers, while adhering to the ISBE Administrative Rules

Supply NTC teacher padfolios to each NTC participating new teacher for structuring and documenting the work

Regularly document interactions in the CNTC Coaching Log Database and report to CPS quarterly on findings

Design, plan, and host New Teacher Professional Learning Communities which will include:
Monthly network meetings
Monthly study groups to address needs identified by coaches' fieldwork

Collect, share and manage data as related to the agreed upon outcomes

OUTCOMES: New Principal Induction:

Consultant's services will enable new incoming principals to have an accelerated and measurable impact in student outcomes during the first year of the principalship through the following: 1) The establishment of a community of practice among new school leaders through pre-contract retreat and orientation activities supporting their entry and transition to leadership; 2) Increased alignment among CAO/Principal goal setting, supervisory and support activities to positively impact student learning and the establishment of effective working conditions that support increased teacher capacity through executive coaching services; 3) Engagement in an ongoing cycle of learning and inquiry based on practice, research, reflection and performance data through the provision of professional development training opportunities; 4) Creation of a network of experienced school leaders and executives to serve as leadership coaches.

Work will result in the following: At least 25% improvement in average growth on student outcomes compared to the average growth among new principals for the last three years combined. At least 50% of first year principals show above average growth on student outcomes district wide. 95% of new principals develop a 90 day entry plan for establishing themselves in their role, and a school wide strategic plan to be communicated across constituents.

New Teacher Induction:

Consultant's services will result in increased completion rates for participating new teachers for the 2010-11 school year at both the school and district level, improved retention rates of participating new teachers from one school year to the next, and reports from participating new teachers that they feel adequately supported.

New Teacher Completion: 95% of participating first- and second-year teachers finish the 2010-11 school year at the school where they began teaching.

New Teacher School-Level Retention: 65% of participating first- and second-year teachers remain at their schools from SY2010-11 to SY2011-12, holding harmless for teacher displacements due to loss in enrollment and/or budget.

New Teacher Perceptions of Support: 85% of participating first- and second-year teachers report feeling adequately supported by the program, using a standard survey.

Mathematica Research Institute recently reported that students of teachers who received two full years of intensive induction support made significant achievement gains in reading and math during the teachers' third year of teaching. During the 2010-2011 school year, NTC will partner with CPS to create appropriate student achievement benchmarks that will enable Consultant to capture the impact of intensive teacher induction support in subsequent years.

COMPENSATION:

Consultant shall be paid as specified in the agreement; total not to exceed the sum of \$1,500,000 for the original term. The compensation for each additional renewal term will be determined by a flexible cost structure that will be based on the number of new principals and new teachers served.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement are: 25% total MBE and 5% total WBE participation. However, pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Human Capital: \$1,500,000.00

Source of Funds: ELIS II, Title II, ISBE

11070-324-54125-221044-399955-2011	\$614,000.00
11110-353-54125-221307-528408-2011	\$150,000.00

11110-353-54125-221307-494033-2011	\$318,330.00
11070-353-54125-221044-494033-2011	\$417,670.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR20

APPROVE PAYMENT TO COLUMN TECHNOLOGIES, INC.

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Column Technologies, Inc. who provided software customization to the Office of the Inspector General from June 14, 2010 to July 17, 2010 in the amount of \$19,037.08. These services were rendered without prior Board approval and all services have been completed.

VENDOR:

- 1) Vendor # 76362
COLUMN TECHNOLOGIES
1400 OPUS PLACE., STE 110
DOWNERS GROVE, IL 60515
Carol Watkiss
630-515-6660

USER:

Inspector General
850 W. Jackson
Chicago, IL 60607

Contact : James Sullivan
Phone: 773-534-9400

SCOPE OF SERVICES:

Column Technologies, Inc. was selected on a competitive basis pursuant to Board Rule 7-2 (b) to provide the Office of the Inspector General (OIG) with software licenses, implementation, maintenance and support services for a case management system to improve the OIG's case management process and productivity for a cost of \$60,000.00. That procurement was approved by CPOR # 09-0413-CPOR-797. Subsequent to the purchase and installation of the case management tool, additional and unforeseen customization of the case management system was required to meet the specific needs of the OIG. That additional customization and development was provided on the dates noted above for an additional cost of \$19,037.08.

DELIVERABLES:

Column Technologies, Inc. has provided the OIG with additional development and customization of its Column Case Management Solution. The additional development and customization was performed from June 14, 2010 to July 17, 2010 at an additional cost of \$19,037.08.

OUTCOMES:

The additional customization and development resulted in enhanced case management of the increasing number of complaints of waste, fraud, financial mismanagement and employee misconduct received annually by the OIG enabling the OIG to more efficiently manage and measure key performance indicators and outcomes.

COMPENSATION:

Consultant shall be paid the additional sum of \$19,037.08.

AFFIRMATIVE ACTION:

A review of Minority and Women Business Enterprise Participation was precluded due to completed contract performance.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

10320-115-54125-252801-000000-2010

\$19,037.08

CFDA# : Not Applicable

10-1027-PR21

APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH STEVEN GERING FOR COORDINATION AND COMMUNICATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreement with Steven Gering to provide coordination and communication services to the Office of Leadership Development and Support at a cost for the option period not to exceed \$43,750.00. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 76752
GERING, STEVEN
804 N 4TH STREET
KANSAS CITY, KS 66101
Steven Gering
913-744-5045

USER:

Leadership Development and Support
125 S Clark St - 19th floor
Chicago, IL 60603

Contact : Monica Santana Rosen
Phone: 773-553-1076
Project Manager: Jackeline Perea
Phone: 773-553-1074

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 10-0728-PR25) in the amount of \$43,750.00 is for a term commencing August 1, 2010 and ending October 31, 2010, with the Board having three options to renew for three months each. The original agreement was awarded on a non-competitive basis and approved by the Non-Competitive Procurement Review Committee.

OPTION PERIOD:

The term of this agreement is being extended for three months commencing November 1, 2010 and ending January 31, 2011.

OPTION PERIODS REMAINING:

There are two option periods for three months each remaining.

SCOPE OF SERVICES:

Consultant will continue to coordinate and provide services on behalf of the Office of Leadership Development and Support in developing leadership development plans and strategies that will increase the capacity of High School Chief Area Officers to support development of principals as instructional leaders. Engagement will require study of the current responsibilities and roles of CAOs and development of plans and implementation strategies for optimizing the effectiveness of that position in alignment with area-based performance management.

DELIVERABLES:

Consultant will continue to deliver the following services:

In consultation with the District's Talent Management Team, make recommendations concerning the necessary knowledge, skills and abilities, and key responsibilities and accountabilities for CAOs.

Consult with the District's Talent Management Team to develop a succession model, plan and implementation strategy for future CAO vacancies, incorporating recommendations approved by Senior Leadership Team.

In consultation with the Office of Leadership Development and Support and current CAOs, develop and implement a CAO development strategy and perform necessary modeling and coaching to CAOs including:

1. Coordinating best practice sharing among High School CAOs to ensure consistent leadership development of principals
2. Creation of regular dialog between CAOs and Senior High School Staff
3. Development of individual development plans for each CAO to enable them to provide support to High School Principals to:
 - I. Implement High School Transformation (HST) within each of their schools, including the six levers (Raising Expectation, 9th Grade Success, Great Leaders, Great Teachers, Options and Opportunities, and Empower Schools).
 - II. Develop effective instructional leadership teams in schools to improve the teaching and learning at their schools
 - III. Evaluate Principals in a consistent and effective manner
 - IV. Develop and maintain good working relationships with Local School Councils (LSC)
 - V. Provide constructive feedback to the HS Leadership Team about high school programs provided to their schools and reporting on content and implementation, i.e. PSE, After School Programming, Graduation Pathways, etc.
 - VI. Identify prospective outstanding principal candidates and actively recruit them
4. In consultation with the Chief Executive Officer and the Office of Performance Management consultant shall develop and implement a plan to support CAO development leading to effective implementation of Instructional Leadership Teams at the school site. The plan will include:
 - I. Creation of opportunities for CAOs to share best practices in developing principal leadership skills to effectively implement Instructional Leadership Teams at the school site.
 - II. Coordinate peer observations of CAO led Area Performance Management sessions focused on developing effective school level Performance Management through Instructional Leadership Teams.
 - III. Provide individual and group coaching support to CAOs for the purpose of increasing their capacity to support principal leadership development that results in effective implementation of school level Instructional Leadership Teams.
 - IV. Provide updates to senior district leadership on potential barriers to CAOs in effectively supporting principals in effectively implementing Performance Management at the school level through the Instructional Leadership Teams.

OUTCOMES:

Consultant services will result in better reporting and recommendation on key CAO knowledge, skills and abilities; succession planning for upcoming CAO vacancies; development and implementation of a Chief Area Officer development strategy; development and implementation of individual development plans for each Chief Area Officer and best practices and strategies for development and implementation of other high school programs.

COMPENSATION:

Consultant shall be paid during this option period as follows: Consultant will invoice a fee of \$700 per day for 50 total consulting days plus travel expenses. Consultant shall be reimbursed for the following expenses: airfare, transportation, lodging and meals while in Chicago with total reimbursable not to exceed \$8,750. The total compensation shall not exceed the sum of \$43,750.00, inclusive of all reimbursable expenses

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this option agreement

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include: 25% total MBE participation and 5% total WBE participation. However, the Office of Business Diversity recommends that a full waiver of the goals required by the Remedial Program of Minority and Women Owned Business Enterprise Participation in Goods and Services contracts be granted as this agreement classifies as a unique transaction.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Leadership Development and Support.

11110-353-54125-221307-528408-2011

\$43,750.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR22

AMEND BOARD REPORT 09-0225-PR15

AMEND BOARD REPORT 08-1119-PR18

**APPROVE ENTERING INTO AN AGREEMENT WITH SECURMAR, LLC
FOR THE PURCHASE OF AND MAINTENANCE OF PORTABLE X-RAY MACHINES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with SecurMAR, LLC for the purchase and maintenance of Portable X-Ray Machines for the Office of School Safety and Security, Schools, Central Office, and Area Instruction Offices at a cost not to exceed ~~\$500,000~~ \$900,000. Vendor was selected on a competitive basis (bid solicitation) pursuant to Board Rule 5-4.1. A written agreement for this purchase is available for signature. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This Board Report is being amended to correct the term of the contract to comply with the language set out with the published Bid language, to correct the description of purchase section, and to modify the MWBE section for correct vendor information.

This October 2010 amendment is necessary to increase the dollar amount of the contract by \$400,000. This increase is necessary for additional X-Ray machines to be ordered for new and existing schools. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event the written amendment is not executed within 90 days of the date of this amended Board Report.

Specification Number : 08-250014
Contract Administrator : Demetra Knowles / 773-553-3256

VENDOR:

- 1) Vendor # 39500
SECURMAR, L.L.C.
833 SHANNON DRIVE
CROWN POINT, IN 46307
Cindy Harts
219-661-8964

USER:

Office of School Safety and Security
125 S Clark St - 1st Floor
Chicago, IL 60603

Contact : Michael D. Shields
Phone: 773-553-3030

TERM:

The term of this agreement shall commence on the date of award of Contract as stated on the Bid Execution Page and end two years thereafter with the Board having the option to renew the Contract for one additional (1) one year period.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

DESCRIPTION OF PURCHASE:

Goods: Model HI-SCAN 5030si Portable X-ray Machine.
Quantity: Based on Demand
Unit Price: (1 to 50) \$17,498.00
Total Cost Not to Exceed: ~~\$500,000~~ \$900,000

The schools and departments may purchase an alternate Portable X-ray machine (based on availability) which includes installation and a one-year warranty at the cost of \$9,800 each.

OUTCOMES:

This purchase will result in a safer teaching and learning environment for employees and students.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; not to exceed the sum of ~~\$500,000~~ \$900,000

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include: 30% total MBE and 7% total WBE. However, the Waiver Review Committee recommends that a partial waiver of the MBE goal for this contract as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted because the contract is not further divisible.
The vendor will self perform on this contract:

Total WBE - 100%
SecurMAR, LLC
833 Shannon Drive
Crown Point, IN 46307
Contact: Cindy Harts

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Various Schools and Departments: ~~\$500,000~~ \$900,000

Fiscal Year: FY09, FY10, FY11

Budget Classification: 55005 - Equipment

Source of Funds: Various

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1027-PR23

AMEND BOARD REPORT 10-0623-PR45

**APPROVE ENTERING INTO AGREEMENTS AND RENEWALS WITH HEARING OFFICERS FOR
EXPULSION, TRUANCY, TUITION RESIDENCY AND BOARD RULE 6-28, 6-29, AND 6-30 HEARINGS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements or renewals with the individual hearing officers listed below to provide hearing officer services to the Office of Student Support and Engagement and the Law Department at a cost not to exceed \$207,000.00 in the aggregate. The hearing officers were selected on a non-competitive basis pursuant to an application and interview process. Written agreements for each Hearing Officer's services are currently being negotiated. No payment shall be made to any hearing officer prior to the execution of such hearing officer's written agreement. The authority granted herein shall automatically rescind as to each hearing officer in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is listed below

~~This October 2010 amendment is necessary to i) correct the hourly pay rate for hearing officers for tuition residency and Board Rule 6-28, 6-29 and 6-30 from \$30.00 per hour to \$150.00 per hour and ii) to delete a hearing officer from the list. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each hearing officer in the event their written amendment is not executed within 90 days of the date of this amended Board Report.~~

USER:

Office of Student Support and Engagement
125 South Clark Street
Chicago, IL 60603

Contact : Maria Trevino
Phone: 773-553-2249

TERM:

The term of each agreement or renewal shall commence July 1, 2010 and shall end June 30, 2011.

EARLY TERMINATION RIGHT:

The agreements may be terminated by the Board upon 15 calendar days notice of default to the hearing officers, provided that the hearing officers do not cure during such 15 day period.

SCOPE OF SERVICES:

Each hearing officer shall act as a hearing officer for student expulsion hearings, truancy hearings, or tuition residency hearings, and Board Rule 6-28, 6-29 and 6-30 hearings, as assigned by the General Counsel or his designee.

DELIVERABLES:

Each hearing officer shall prepare a written summary of the evidence taken at the hearings, together with a recommendation, and forward that summary to the appropriate department.

OUTCOMES:

The hearing officers shall render impartial recommendations to the Chief Education Officer or his designee.

COMPENSATION:

For expulsion and truancy hearings, the hearing officers shall be paid as follows: a) \$90.00 per completed hearing and submission of a written report, including a summary of the evidence and a recommendation; and b) \$25.00 for every hearing assigned but canceled or postponed without 48 hours notice and not held on the day scheduled. For tuition residency and Board Rule 6-28, 6-29 and 6-30 hearings, the hearing officers shall be paid at the rate of ~~\$30.00~~ \$150.00 per hour. No hearing officer shall be compensated more than \$60,000 during the term of this contract. Total compensation payable to all hearing officers shall not exceed \$207,000.

REIMBURSABLE EXPENSES:

Consultant shall be reimbursed for the following expenses: none.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements and amendments. Authorize the President and Secretary to execute the agreements and amendments. Authorize the General Counsel to execute any and all ancillary documents required to administer or effectuate these agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Business Enterprise Contract Participation in Goods and Services Contracts, the Per Contract goals method for M/WBE participation will be utilized. The goal for this contract will be 25% MBE and 5% WBE participation. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

MBE

Law Offices of June A. Brown
Janelle Hanks
Christina Iturralde
Theresa Orozco
Juan Calzonzi
Catalina Soto

WBE

Lynn H. Brahlin
Margaret Fitzpatrick
Mary Volk Gregory
Angela Harkless
Helen Ashford
Joann Harms

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of Student Support and Engagement Fiscal yr: 2011 \$175,000
Professional and Technical Services - Expulsions
Budget Classification: 10870-331-54125-300010-430100

Charge to Law Department: \$32,000 Fiscal yr. 2011
Professional and Technical Services - Pupil Residency and 6-28, 6-29, and 6-30 Hearings
Budget Classification: 10210-115-54125-231101-000000

10870-331-54125-300010-430100-2011	\$175,000.00
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10210-115-54125-231101-000000-2011	\$32,000.00
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CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- 1) Vendor # 83022
BRAHIN, LYNN H
360 E. RANDOLPH #2001
CHICAGO, IL 60601
LYNN HIRSHFELD BRAHIN
312-565-2664

Renewal
- 2) Vendor # 15871
LAW OFFICES OF JUNE A. BROWN
28 EAST JACKSON FLOOR 10 8881
CHICAGO, IL 60604
JUNE BROWN
312-290-0909

Renewal
- 3) Vendor # 30533
LOREL AVE. CHICAGO, IL 60638
DUDEK 708-424-8100

Renewal
- 4) Vendor # 50687
MARGARET C. FITZPATRICK, ESQ
405 PRAIRIE AVE.
WILMETTE, IL 60091
MARGARET FITZPATRICK
312-953-6547

Renewal
- 5) Vendor # 48864
TED G. GOLDSMITH
7339 N. OAKLEY
CHICAGO, IL 60645
TED GOLDSMITH
773-508-5739

Renewal
- 6) Vendor # 83012
GREGORY, MARY VOLK
1452 WEST BALMORAL AVE.
CHICAGO, IL 60640
MARY VOLK GREGORY
773-293-7243

Renewal
- 7) Vendor # 61494
HANKS, JANELLE
9154 S. WOODLAWN
CHICAGO, IL 60619
JANELLE HANKS
312-890-8065

Renewal
- 8) Vendor # 52056
HARKLESS, ANGELA
10 SOUTH RIVERSIDE PLAZA., STE 1800
CHICAGO, IL 60606
ANGELA HARKLESS
312-474-6199

Renewal
- 9) Vendor # 51624
CHRISTINA ITURRALDE M
1855 WEST 19TH STREET.
CHICAGO, IL 60608
CHRISTINA ITURRALDE
773-961-4001

Renewal
- 10) Vendor # 83048
OROZCO, THERESA
6233 S. KARLOV AVE.
CHICAGO, IL 60629
THERESA OROZCO
773-612-0131

Renewal
- 11) Vendor # 98905
MICHAEL S. REICH
419 WEST 38TH STREET-UNIT 1
CHICAGO, IL 60609
MICHAEL REICH
773-538-0432

Renewal
- 12) Vendor # 76721
ASHFORD, HELEN
7947 SOUTH DORCHESTER AVE.
CHICAGO, IL 60619
HELEN ASHFORD
773-499-2150

Renewal
- 13) Vendor # 95207
CALZONZI, JUAN
10944 AVENUE B
CHICAGO, IL 60617
JUAN CALZONZI
773-294-6286

New
- 14) Vendor # 82027
ARCHER LAW GROUP
6839 WEST ARCHER AVE.
CHICAGO, IL 60638
FELIX GONZALEZ
312-602-9553

New
- 15) Vendor # 96322
HARMS, JOANN BRODERICK
219 SOUTH OWEN STREET
MT. PROSPECT, IL 60056
JOANN HARMS
847-338-3311

New

16) Vendor # 96375
OSHITA, CORY ELI
4032 NORTH SPRINGFIELD
CHICAGO, IL 60618
CORY OSHITA
773-619-1141

New

17) Vendor # 96302
SOTO, CATALINA
1306 NORTH KEDZIE AVE.
CHICAGO, IL 60651
CATALINA SOTO
773-991-5022

New

10-1027-PR24

APPROVE ENTERING INTO AN AGREEMENT WITH TRUSTEES OF INDIANA UNIVERSITY (INDIANA UNIVERSITY) FOR COMPREHENSIVE, SCIENTIFICALLY-SOUND EVALUATION FOR THE SCIENCE AND MATH ENGAGEMENT AND INSTRUCTION PROJECT (2010-2013).

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Indiana University to provide a comprehensive evaluation for the Science and Math Engagement and Instruction project (SaMEI) to Office of Teaching and Learning- Science at a cost not to exceed \$134,134.00. Vendor was selected on a non-competitive basis due to the unique knowledge requirements of participants as defined by the Department of Education's Request for Proposal. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR:

1) Vendor # 91554
INDIANA UNIVERSITY
P.O. BOX 1847
BLOOMINGTON, IN 47402-1847
Adam V. Maltese
812-606-1829
812-856-8116

USER:

Office of Science - Citywide
1326 West 14th Place, Room 102A
Chicago, IL 60608

Contact : John Loehr
Phone: 773-553-6384

TERM:

The term of this agreement shall commence on the date executed by the Board, and shall end July 30, 2013. This agreement shall have no option to renew.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 90 days written notice.

SCOPE OF SERVICES:

The Center for Evaluation and Education Policy at Indiana University will develop, manage and implement a comprehensive evaluation for the Science and Math Engagement and Instruction project (SaMEI).

DELIVERABLES:

The evaluation will include the following deliverables:

A.) Real-Time Feedback System for Project - Formative feedback will be provided to the project on a semi-annual basis in the form of written reports. Monthly conference calls will also be scheduled to provide feedback and discuss project progress to the project manager.

B.) Semi-Annual and Final Reports on Progress and Program Impact- Semi-Annual reports, as well as Final report at the end of the evaluation contract, will focus on program impact and outcomes.

C.) Yearly Reports for Department of Education (DOE) Reporting- Each Spring annual reports will be submitted to Chicago Public Schools including an annual summary of activities and evaluation results. These reports will be developed to meet the standard requirements for DOE evaluation reporting, to be included in the DOE Annual Reports on June 1st of each project year.

OUTCOMES:

Vendor's services will result in evaluation of the implementation of the SaMEI Program to address strengths of the program, obstacles or barriers to implementation, and needed modifications to program activities.

COMPENSATION:

Vendor shall be paid as follows: eight (8) payments of \$16,766.75, total compensation shall not to exceed the sum of \$134,134.00.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Director of Science - Teaching and Learning to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the participation goal provisions of the Program do not apply to transactions where the vendor providing services operates as a Non-Profit agency

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Office of Science - City Wide Amount: \$134,134.00

Budget Classification #: 13732-324-54125-221648-509219 FY: 2011

Source of Funds: Miscellaneous Federal & State Block Grants

CFDA# : 84.083A

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1027-PR1 through 10-1027-PR24 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1027-PR1 through 10-1027-PR24 adopted.

10-1027-EX18

PRINCIPAL CONTRACTS (A)**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

Accept and file copies of contracts with the principals listed below who were selected by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract.

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Office of Principal Preparation and Development has verified that the following individuals have met the requirements for eligibility.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Diedre Coleman	Interim Principal Lawrence	Contract Principal Lawrence Area 18 P.N. 125392 Commencing: July 29, 2010 Ending: July 28, 2014
Justin L. Moore	Rehire	Contract Principal Price Area 15 P.N. 146607 Commencing: August 19, 2010 Ending: August 18, 2014
Kent Nolen	Rehire	Contract Principal Chalmers Area 9 P.N. 115146 Commencing: July 1, 2010 Ending: June 30, 2014
Cederrali Petties	Assistant Principal Yale	Contract Principal Faraday Area 7 P.N. 121111 Commencing: August 16, 2010 Ending: August 15, 2014
Alice Vera	Interim Principal De Diego	Contract Principal De Diego Area 6 P.N. 129076 Commencing: August 15, 2010 Ending: August 14, 2014
Lilith Werner	Rehire	Contract Principal Marconi Area 7 P.N. 121264 Commencing: July 28, 2010 Ending: July 27, 2014
Peter Zimmerman	Interim Principal Edison Park	Contract Principal Edison Park Area 1 P.N. 302740 Commencing: September 1, 2010 Ending: August 31, 2014

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

REVIEW: The respective Local School Councils have executed the Uniform Principal Performance Contracts with the individuals named above.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salaries of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2010-2011 school budget.

10-1027-EX19

FINAL

PRINCIPAL CONTRACTS (B)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract.

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contracts and terminate on the dates specified in the contracts.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Karen Bryar	Contract Principal Blair	Contract Principal Blair Area 54 P.N. 394470 Commencing: October 29, 2010 Ending: October 28, 2014
Demetrius Bunch	Contract Principal L. Armstrong	Contract Principal L. Armstrong Area 3 P.N. 117775 Commencing: July 1, 2010 Ending: June 30, 2014
Noemi Esquivel	Contract Principal Addams	Contract Principal Addams Area 54 P.N. 120259 Commencing: November 2, 2010 Ending: November 1, 2014
Anita Harmon	Contract Principal Carter	Contract Principal Carter Area 13 P.N. 121965 Commencing: July 1, 2010 Ending: June 30, 2014
Antonia Hill	Contract Principal Pershing East	Contract Principal Pershing East Area 54 P.N. 118961 Commencing: October 5, 2010 Ending: October 4, 2014

Cynthia Hughes-Hannah	Contract Principal Calhoun North	Contract Principal Calhoun North Area 7 P.N. 115629 Commencing: October 27, 2010 Ending: October 26, 2014
Senalda R. Grady	Contract Principal Pirie	Contract Principal Pirie Area 17 P.N. 114298 Commencing: November 25, 2010 Ending: November 24, 2014
Amelia P. Mason	Contract Principal Graham Training Center	Contract Principal Graham training Center Area 27 P.N. 394473 Commencing: August 21, 2010 Ending: August 20, 2014
Princetta Preston-Scott	Contract Principal Webster	Contract Principal Webster Area 7 P.N. 121097 Commencing: November 12, 2010 Ending: November 11, 2014
W. Delores Robinson	Contract Principal Sumner	Contract Principal Sumner Area 54 P.N. 138889 Commencing: July 1, 2010 Ending: June 30, 2014
Jaime Sanchez	Contract Principal Otis	Contract Principal Otis Area 6 P.N. 124381 Commencing: October 17, 2010 Ending: October 16, 2014
Pam Strauther-Sanders	Contract Principal Fermi	Contract Principal Fermi Area 15 P.N. 116381 Commencing: October 15, 2010 Ending: October 14, 2014

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salaries of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2010-2011 school budget.

President Richardson-Lowry thereupon declared Board Reports 10-1027-EX18 and 10-1027-EX19 accepted.

10-1027-AR1

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. **Extend the rescission dates contained in the following Board Reports to December 15, 2010 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:**
 1. 08-0827-PR29: Approve Entering into an Agreement with Delta Dental of Illinois for Dental Preferred Provider Organization (DPPO) and Dental Health Maintenance Organization (DHMO) Services.
User Group: Office of Human Services
Services: Dental Services
Status: In negotiations
 2. 09-0422-EX5: Approve the Renewal of the Charter School Agreement with Alain Locke Charter Academy Charter School.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations
 3. 09-1123-EX18: Approve the Granting of a Charter and Entering into a Charter School Agreement with Urban Prep Academies Inc., an Illinois Not-For-Profit Corporation.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations
Additional Action: This matter was inadvertently omitted from the March 24, 2010, May 26, 2010, July 28, 2010 and September 22, 2010 Rescission Board Reports. The extension of the rescission date is ratified to take effect as of that date, thereby extending the rescission date to November 17, 2010.
 4. 09-1123-PR14: Approve Entering into an Agreement with the New Teacher Project for Consulting Services.
User Group: Office of Human Resources
Services: Consulting Services
Status: In negotiations
 5. 09-1123-PR21: Approve Entering into an Agreement with SGA Youth and Family Services for Consulting Services.
User Group: Turn-Around Schools
Services: Consulting Services
Status: In negotiations
 6. 10-0127-PR19: Approve Entering into an Agreement with Rogers Park Community Development Corporation for Consulting Services
User Group: Office of Human Resources
Services: Consulting Services
Status: In negotiations
 7. 10-0224-EX16: Amend Board Report 09-0527-EX4: Amend Board Report 08-1022-EX6: Amend Board Report 07-1024-EX12: Approve the Establishment of the Chicago High School for the Arts and Entering into a School Management and Performance Agreement with Chicago High School for the Arts.
User Group: Office of New Schools
Services: Management and Performance Agreement
Status: In negotiations
 8. 10-0224-PR16: Ratify Entering into an Intergovernmental Agreement with Chicago Police Department for School Patrol Service.
User Group: Office of School Safety and Security
Services: School patrol services
Status: In negotiations
 9. 10-0324-PR2: Approve Exercising the Option to Renew the Master Agreement with Consultants for Various Professional Audit and Management Services.
User Group: Office of Contracts and Procurement
Services: Audit and Management Services
Status: 11 of 15 agreements have been fully executed; remaining agreements are in negotiations.

10. 10-0324-PR13: Approve Exercising the Option to Renew the Agreement with Buzz Sawyer for Consulting Services.
User Group: Financial Planning
Services: Consulting Services
Status: In negotiations

11. 10-0324-PR14: Amend Board Report 09-0923-PR23: Approve Entering into a Teacher Referral and Support Agreement with Teach for America.
User Group: Office of Human Capital
Services: Teacher Referral and Support
Status: In negotiations

12. 10-0526-ED3: Approve Entering into a Memorandum of Understanding with Chicago Charter School Foundation (Chicago International Charter School) to Participate in the Real Program
User Group: Department of Human Capital
Services: Memorandum of Understanding
Status: In negotiations

13. 10-0526-ED4: Approve Exercising the Final Option to Renew the Memorandum of Understanding with L.E.A.R.N. Charter School to participate in the Real/Chicago Teacher Advancement Program.
User Group: Office of Human Capital
Services: Memorandum of Understanding
Status: In negotiations

14. 10-0526-EX5: Amend Board Report 10-0428-EX2: Amend Board Report 09-1123-EX7: Amend Board Report 09-0826-EX8: Amend Board Report 08-0924-EX8: Amend Board Report 08-0602-EX7: Approve the Renewal of the Charter School Agreement with UNO Charter School.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations
Additional Action: This matter was inadvertently omitted from the September 22, 2010 Rescission Board Report. The extension of the rescission date is ratified to take effect as of the date, thereby extending the rescission date to November 17, 2010.

15. 10-0526-PR4: Approve Exercising the First Option to Renew the Agreements with Concord Group for Cost Estimator Services.
User Group: Facility Operations & Maintenance
Services: Cost Estimator Services
Status: In negotiations

16. 10-0526-PR14: Approve Exercising the First Option to Renew the Agreements with Banner Schools and Pathways in Education-Illinois for Alternative Learning Opportunities Program Services.
User Group: Area 30
Services: Alternative Learning Opportunities
Status: In negotiations

17. 10-0526-PR15: Approve Exercising the First Option to Renew the Agreements with Various Alternative Safe Schools for Educational Services.
User Group: Area 30
Services: Educational Services
Status: In negotiations

18. 10-0526-PR20: Approve Exercising the Option to Renew the Agreement with Various External Partners to Provide Out-of-School Time Programs and Services to Students and Their Families in the Chicago Public Schools Community Schools Initiative.
User Group: Office of Extended Learning Opportunities
Services: Out-of-School time Programs
Status: In negotiations

19. 10-0526-PR32: Approve Entering into an Agreement with Dunbar Armored, Inc. for Armored Car Services.
User Group: Treasury
Services: Armored Car Services
Status: In negotiations

20. 10-0623-EX5: Amend Board Report 09-1123-EX10: Amend Board Report 09-0923-EX3: Amend Board Report 09-0527-EX5: Amend Board Report 08-1217-EX3: Amend Board Report 08-0723-EX12: Amend Board Report 08-0423-EX8: Amend Board Report 07-1024-EX3: Amend Board Report 06-1220-EX3: Amend Board Report 06-0220-EX14: Approve Renewal of the Charter School Agreement with L.E.A.R.N. Charter School.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations

21. 10-0623-PR27: Approve Entering Into an Intergovernmental Agreement with Illinois Student Assistance Commission (ISCA) For a Software License and Related Services for XAP Transitions Premium Edition.
User Group: Department of College to Careers Preparation
Services: Software License
Status: In negotiations
 22. 10-0623-PR35: Approve the Pre-Qualification Status of and Entering into Agreements with Vendors to Provide Assessment Tools.
User Group: Office of Performance
Services: Provide Assessment Tools
Status: In negotiations
 23. 10-0728-PR2: Approve Entering into an Agreement with Citibank (South Dakota), N A for Multi Purpose Procurement Card Services (Revenue Generating).
User Group: Office of Contracts and Procurement
Services: Procurement Card Services
Status: In negotiations
 24. 10-0728-PR6: Approve Entering into Agreements with Various Vendors for the Sale and Lease of Output Device Equipment and Related Services.
User Group: All schools and Areas
Services: Sale and Lease of Output Device Equipment
Status: In negotiations
 25. 10-0728-PR9: Amend Board Report 09-0923-PR5: Approve Entering into an Agreement with O'Donnell, Wicklund, Pigozzi and Peterson Architects for Design Management Services for the Capital Improvement Program.
User Group: Facility Operations and Maintenance
Services: Design Management Services
Status: In negotiations
 26. 10-0728-PR11: Approve Extending the Agreement with Schoolnet, Inc. for the Purchase of Student Information Instructional Management Software Licenses, Implementation and Support Services.
User Group: Information & Technology Services
Services: Instructional Management Software Licenses
Status: In negotiations
 27. 10-0728-PR15: Approve Entering into an Agreement with ACT, Inc. for the Purchase of Test Materials and Related Services.
User Group: Assessment Design
Services: Purchase of Test Materials and Related Services
Status: In negotiations
 28. 10-0728-PR22: Approve Entering into a Subscriber Agreement with LexisNexis for Computer Assisted Legal Research Services.
User Group: Law Department
Services: Subscriber Agreement
Status: In negotiations
- II. **Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:**
1. 10-0428-PR11: Approve Exercising the First Option to Renew Pre-Qualification Status and Entering into Agreements with Contractors to Provide Demolition and Site Preparation Services for the Board of Education.
User Group: Facility Operations and Maintenance
Services: Demolition and Site Preparation Services
Additional Action: Rescind Board Report in full as to the following vendor for failure to enter into a written agreement with the Board: Bechstein Construction #3
 2. 10-0922-PR6: Amend Board Report 10-0428-PR13: Approve Exercising the Second Option to Renew the Pre-Qualification Status of Contractors to Provide General Contracting Services
User Group: Facility Operations & Maintenance
Services: General Contracting Services
Additional Action: Rescind Board Report in full as to the following vendor for failure to enter into a written agreement with the Board: Broadway Consolidated #3.
 3. 10-0922-PR13: Approve Entering into an Agreement with Peace and Education for Additional Learning Opportunities Facilitator Support at Chavez School.
User Group: Additional Learning Opportunities
Services: Facilitator Support
Additional Action: Rescind Board Report in full for failure to enter into a written agreement

4. 10-0623-PR4: Amend Board Report 09-1216-PR8: Approve Exercising the First Option to Extend Pre-Qualification Status of and Entering into Agreements with Contractors to Provide Various Trades Work over \$10,000 for the Operations and Maintenance Program.
User Group: Facilities Operations & Maintenance
Services: Operation and Maintenance Program
Additional Action: Rescind Board Report in full for failure to enter into written agreements with the following vendors: Ceco, Inc. #130, Automated Logic-Chicago #137, Trice Construction Company #146, Foreverlawn of Central Illinois #149, Siemens Building Technologies #150, SPL Integrated Solutions #154, and Bobbe & Co. #155.
5. 10-0623-PR37: Approve Entering Into Agreements with Various Vendors to Provide School Community Watch Services for Designated Neighborhoods
User Group: Office of School Safety and Security
Services: Community Watch Services
Additional Action: Rescind Board authority in part only for failure to enter into a written agreement with the following vendors: Black United Fund of Illinois #4, Little Black Pearl Workshop #10 and Westside Health Authority #14.
6. 10-0728-EX7: Amend Board Report 10-0526-EX11 Authorize Payment of Startup Funds to and Approve Entering Into Disbursement and Use of Startup Funds Agreements with Various Charter Schools
User Group: Office of New Schools
Services: Disbursement and Use of Startup Funds
Additional Action: Rescind Board authority in part only for failure to enter into a written agreement with the following Charter School: Youth Connection Charter School.

President Richardson-Lowry thereupon declared Board Report 10-1027-AR1 accepted.

OMNIBUS

At the Regular Board Meeting of October 27, 2010 the foregoing motions, reports and other actions set forth from number 10-1027-MO1 through 10-1027-AR15 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

Mr. Bobins Abstained on Board Report 10-1027-RS2.

ADJOURNMENT

President Richardson-Lowry moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Richardson-Lowry thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of October 27, 2010 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

**Estela G. Beltran
Secretary**

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